CITY OF savannah

Request for Proposals-RFP # 08-200

ERP System
Software and Implementation Services

Proposals Due: January 14, 2009

Pre-Proposal Conference: November 12, 2008

CITY OF Savannah

PURCHASING DEPARTMENT

October 13, 2008
Request for Proposals for ERP Software and Related Services
RFP# 08.200

Dear Proposer:

The City of Savannah is soliciting proposals for ERP software which includes financial, human resources, budget, purchasing, inventory and related modules. The City's project scope, timeline, critical due dates, and other pertinent details are contained in this RFP.

A **pre-proposal conference** has been scheduled for 2:00pm on November 12, 2008. Attendance at the pre-proposal conference is not mandatory. The pre-proposal conference will be conducted at the Savannah Civic Center located at the corner of Liberty and Montgomery Streets in downtown Savannah.

All proposals are due in the Office of the Purchasing Director, 3rd floor, City Hall, 2 East Bay Street, Savannah, Georgia 31401 (P.O. Box 1027, 31402) **no later than 5:00 p.m. on January 14, 2009.** The names of the respondents will be read at that time.

Thank you for your interest in doing business with the City of Savannah.

Sincerely,

Margaret H. Joyner
Purchasing Director

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Part 1

General Information

1.1   INTRODUCTION

The City of Savannah (the "City") is soliciting proposals for a comprehensive, fully integrated Enterprise Resource Planning (ERP) System that not only meets the requirements set forth in this Request for Proposal (RFP), but also is flexible and scaleable in order to meet its future business and technology needs.

The purpose of the RFP is to provide interested vendors with sufficient information to enable them to propose and submit proposals for application software that will fulfill the specified information processing needs of the City. Proposals also should include detailed installation, maintenance and training costs.

The City seeks proposals from all interested software and implementation services suppliers that have proven experience in enterprise resource planning (ERP) systems supporting local government (City, County, etc.) and utility operations of similar or slightly larger size. The scope for the system functions includes:

> General Ledger/Chart of Accounts
> Project and Grant Accounting
> Capital Asset Accounting
> Accounts Payable
> Budget Preparation and Budget Control
> Purchasing
> Inventory Management
> Payroll and time keeping
> Human Resources and Applicant Tracking
> Workflow

The scope for this ERP procurement does not include functionality for accounts receivable, central cashiering, utility billing, property tax billing or business tax billing. These "revenue" applications are being provided by PG Govern, a subsidiary of Harris Computer. However, these revenue applications will pass general ledger transactions to the ERP system. The ERP system provider will be responsible for developing an interface to accept transactions from the "revenue" applications on a batch basis.

The City would like to complete the procurement process no later than July 1, 2009 and begin system implementation by shortly thereafter.

The goal is to "go-live" with Human Resources & Applicant Tracking and Payroll no later than July 1, 2010, and the remaining applications (General Ledger/Chart of Accounts, Project & Grant Accounting, Capital Asset Accounting, Accounts Payable, Budget Preparation & Budget Control, Purchasing, and Inventory Management) no later than July 1, 2011. Vendors must provide a proposal to achieve the City's preferred implementation schedule. However, Vendors are invited to propose alternative implementation timeframes based upon their experience with similar size local government organizations with a brief explanation of why the alternative approach may be desired by the City.

1.2   BACKGROUND

Demographics

The City of Savannah is located in Chatham County on the southeast coast of Georgia. The City has a population of approximately 131,510 (2000 Federal Census). It is the largest city in, and the county seat of Chatham County.

Project Objectives

In August 2005, the City retained the Government Finance Officers Association (GFOA) to assist in the development of a business case to replace the current financial system provided by Creative Computer Solutions (CCS) (now owned by Harris Computer). Key background information and project objectives are identified below.

1.2.1   The City desires to upgrade and replace its current Financial System and doing so to: improve customer service; improve employee productivity; improve employee satisfaction; improve decision making capabilities; reduce cost (reduction in current costs and avoidance of future costs); and to provide a mechanism to measure achievement (to support decision-making and analysis)

1.2.2   The City desires to replace the current system with a state-of-the-art solution, embracing best business practices embedded in the software.

1.2.3   The City seeks a vendor that will continually enhance the proposed solution to support industry best practices and requirements for local government.

1.2.4   In general, the City wishes to implement an integrated full-function utility solution supported by a single vendor, as opposed to a "best-of-breed" approach and multiple vendors.

1.2.5   The City wishes to implement the selected solution in multiple phases in order to provide sufficient support during the implementation, without compromising its ongoing operations.

1.2.6   The City intends to implement an out-of-the-box software package and to limit the amount of customizations (i.e., changes to source code) made to the base application.

1.2.7   The City prefers a user-friendly, table-based software application.

1.2.8   The City seeks an application solution based on a user-friendly GUI or web-based user interface.

1.2.9   Functional experts within the City and the City's IT Department would support the integrated application.

1.2.10 The City seeks a system that includes easy-to-use reporting tools, tools that will enable end users to access information stored in a single, integrated relational database for analysis without requiring programmer support.

1.2.11 In addition, depending upon funding availability and vendor capabilities, the Essay section of this RFP the city has identified several ancillary applications that could be replaced in the future (see section 3.9.0 hereof). The City is interested in a brief discussion of the software vendor's capabilities in this area as a means of understanding the vision and future direction of the firm in these areas.

Key business drivers are an inefficient current environment, sophisticated users lacking adequate technology; a current technology market existing for government of this size; and discontinued vendor support for the current product.

The City presently utilizes Creative Computer Solutions (CCS) from Harris Computer for financial and utility billing business processing. The City is in the process of beginning implementation of Harris PG Govern Software for all revenue applications including utility billing, property tax, business license, and accounts receivable.

The City prefers a single, integrated ERP solution that offers financial management, human resources, budget, purchasing, and inventory control to the degree that this is possible through a single vendor. Vendors may propose an integrated, single source solution including their own or a third party product in order to provide the required functionality. The City will consider all solutions fairly on the basis of overall functionality, value and cost as further detailed in the section on evaluation criteria.

1.3   Project Scope

The specific functional areas under consideration for automation, and the project phase that the City would like them implemented in, are as follows:

Phase 1 – Go-Live no later than July 1, 2010
Human Resources and Applicant Tracking
Payroll and Time Keeping

Phase 2 – Go-Live no later than July 1, 2011
General Ledger/Chart of Accounts
Project and Grant Accounting
Capital Asset Accounting
Accounts Payable
Budget Preparation and Budget Control
Purchasing
Inventory Management

The City intends to limit the amount of customizations (i.e., changes to source code) to the base application. The City seeks a system that includes development tools that will enable the City to meet its future needs without becoming heavily dependent upon programmer consultants.

1.4   GUIDELINES

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in elimination from further consideration.

Vendors should **take special note** of the following:

- All sections of the cost matrix spreadsheets supplied with the RFP shall be completed as required by section 3.12.0 of this RFP. The cost matrix

spreadsheets are shown in Attachment 2 of Part 6. These forms, **not** vendor formatted quotes included in the proposal, will be used for identifying the entire proposal costs and special terms.

- The City is seeking a contract with a fixed price. Vendors should ensure their implementation plan covers all anticipated costs.

- Vendor should specify what training will be provided, the number of trainees allowed and the total cost. Training shall be conducted on-site.

- If the vendor plans to demonstrate a specific product, module, functionality, or service during the selection process, they must include the cost in the proposal quotes.

- All functionality identified in the ERP Essential Functionality matrix (Attachment 3 of Part 6 of this RFP) must be included in the costs proposed in response to this RFP. Vendors should provide costs for each customization identified, and identify the specific software module required to meet each business requirement.

- In order to achieve a manageable list of functional requirements, the ERP Essential Functionality section is intended to list certain functionalities that are important to the City, and which the City will use to evaluate the responses to the RFP. It is not intended to list every element of functionality that the City would expect any ERP to achieve (e.g. maintain name and addresses of employees in a payroll system).

By virtue of submitting a proposal, interested parties are acknowledging:

1.4.1   This RFP is a request for <u>software and implementation</u> services. The City will only accept proposals from software firms and not from third-party resellers.

A software vendor may partner with a firm ***certified*** to implement its software. In proposals in which the software vendor is partnering with a separate implementation vendor, a transmittal letter must be submitted stating that the implementation vendor is a certified implementer of the proposed software.

1.4.2   The software firm must be the entity providing the responses to the detailed business requirements (Attachment 3-Essential ERP Functionality). The software firm shall in all respects be considered the prime contractor and as such shall provide a 100% payment and performance bond in a form acceptable to the City to warrant the software license agreement and implementation services. **The bond shall extend to the functionality committed to in the responses to this RFP so it is important that the Essential ERP Functionality (Attachment 3) be evaluated carefully.**

1.4.3   The City reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. It also reserves the right to meet and/or correspond with individual vendors at any time to gather additional information. Furthermore, the City reserves the right to delete or add functionality (i.e., modules) up until the final contract signing.

1.4.4   All third party software solutions proposed as part of this package to meet the functional requirements are subject to the same requirements of this RFP, unless

otherwise stated. The primary software vendor will serve as the prime contact for all work related to this RFP.

1.4.5   The City expects to enter into a software licensing agreement and implementation services contract with the prime contractor

1.4.6   All vendors submitting proposals agree that their pricing is valid for acceptance for a minimum of one year after proposal submission to the City. Pricing must be submitted as a fixed price and shall be broken out as provided in the price proposal section. Proposals which do not submit pricing on a fixed price basis will be eliminated from further consideration. Payment will be tied to agreed upon milestones. Vendors are to provide all work effort needed to meet the detailed functional requirements as part of their proposal. Pricing, once accepted, shall not change during the implementation period.

1.4.7   The City requires that licenses for software be "perpetual" (i.e., the City purchases and retains the license to use the software forever) and of a "fixed" price nature (i.e., license fees, maintenance, and support cost schedule for first five years are presented). Furthermore, vendors must provide a "not-to-exceed" maintenance schedule for Years 6-10 (e.g., 2% escalator per year).

1.4.8   All firms submitting proposals are encouraged to submit the most competitive proposal possible, as the failure to do so may lead to elimination prior to software demonstrations.

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in immediate elimination from further consideration.

1.5   CONTACT

In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the City's Purchasing Director, Peggy Joyner, at the address noted below. Vendors are specifically directed NOT to contact any personnel other than specified personnel identified in this RFP, for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact may be cause for rejection of the vendor's RFP response. The decision to select a proposal is solely that of the City.

All communications regarding this RFP process should be directed in writing to:

Peggy Joyner
Purchasing Director
City of Savannah
PO Box 1027
Savannah, Georgia 31401
(912) 651-6427
(912) 651-6855 (Fax)
pjoyner@savannahga.gov

1.6   NEGOTIATIONS

For the purpose of obtaining best and final offers the City may, at its sole option, open negotiations with one or more vendors after submission of proposals and prior to award.

Vendors are directed to submit their best and final cost offer in their response. The City specifically reserves the right to award without negotiations based upon written proposals if deemed to be in the City's best interest.

1.7   PUBLIC RECORD

Information submitted by a vendor in connection with this Request for Proposals shall be subject to public disclosure after contract award as required under the Georgia Open Records Act.

1.8   INCURRED COSTS

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the City or for participating in any selection demonstrations or interviews, including contract negotiations. Furthermore, at their own cost, finalists will be required to complete a detailed Statement of Work that will be part of the implementation contract before contract signing.

1.9   DISCUSSION OF PROPOSALS

The City may conduct discussions with any or all vendors who submit a proposal. Vendors must be available for a presentation at a city location to be named later on specific dates if selected for software demonstrations and/or contract negotiations.

1.10   ASSIGNMENT

The vendor may not reassign any award made as the result of this RFP, without prior written consent from the City.

1.11   SUBMISSION REQUIREMENTS

Each vendor shall submit its proposal in two (2) complete bound original and eight (8) identical electronic copies (CD-ROM only). Submittal shall be in accordance with the requirements on the covered letter and shall be clearly marked "**ERP RFP # 08.200"**

Vendors may submit their proposal any time prior to the opening date and time. The vendor's name and address as well as a distinct reference to the RFP must be marked clearly on the proposal submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the opening date.

Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the City's Purchasing Director.

Proposals time-stamped after the due date and time will not be considered. Vendors shall be wholly responsible for the timely delivery of submitted proposals.

Vendors shall submit their proposals as detailed in Part 3 with tabs clearly marked with section numbers and titles. The vendor's name and address must be clearly marked on all copies of the proposal, including the electronic files.

Eight (8) identical copies of the entire proposal must be submitted electronically (on CD-ROM only) and

two (2) complete bound original of the proposal (including hard copy of costs & requirement responses) shall be submitted.

1.12   TENTATIVE PROCUREMENT SCHEDULE

Tentative Procurement and Implementation Schedule	
10/13/2008	RFP released by the City
11/12/2008	Non-mandatory pre-proposal conference – 2:00 pm eastern standard time
1/4/2009	Last day vendor questions accepted regarding proposal
1/14/2009	Proposals due to the City
2/15/2009	Select vendors for software demonstrations
Begin 3/15/2009	Software demonstrations
4/15/2009	Select short-listed vendors
Begin 5/1/2009	Site visits
6/15/2009	Best and final offers
Begin 6/1/2009	Contract negotiations with selected vendor
7/1/2009	Complete negotiations and Statement of Work with finalist

Note: Vendor demonstrations are an integral part of the selection process. Vendors that cannot demonstrate their software during the dates prescribed by the City may be eliminated. The agenda for software demonstrations will be distributed to vendors that have been short-listed for software demonstrations approximately two weeks in advance of the demonstrations.

1.13   PROPOSAL COMMUNICATION

Should any vendor find procedural discrepancies, omissions, or ambiguities in this RFP, they should submit a written request for clarification to the City's Purchasing Director only. The last day to submit a request for clarification is January 4, 2009. Information and clarifications will be addressed during the non-mandatory pre-proposal conference. Vendors are encouraged but not required to attend. Answers to questions and clarifications made before, during, and after the Pre-Proposal Conference will be posted on the City's website as an addendum to the bid documents.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the City. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Request For Proposal, the addendum will be posted on the City's website. Each vendor shall ensure that they have received all addenda to this RFP before submitting their proposals. The requirements of all the City-issued addenda to this RFP shall be made part of the agreement between the City and the selected vendor.

1.14   REJECTION

The City reserves the right to reject any and all proposals, to waive any formality, informality, information and/or errors in proposals received, to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the City's best interest. Moreover, the City reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interests of the City.

1.15 EVALUATION CRITERIA

A selection committee will review all proposals received by the opening date and time as part of a documented evaluation process. The City will evaluate suppliers according to the following criteria which are listed in order of relative importance:

- Responses to City's functional requirements.
- Cost and quality of the proposed software solution, training, and implementation services plan. Cost and quality of the proposed ongoing software maintenance/support services.
- Experience, demonstrated performance and financial viability of the software firm, including experience in the public sector and at similar organizations.
- Compatibility with City's technical architecture, standards, and strategy and responses to technical requirements.
- Acceptance of and exceptions to the terms & conditions preferred by the City.
- Quality, clarity and responsiveness of the proposal in conformance with instructions

The City reserves the right to determine the suitability of proposals on the basis of all of these criteria.

1.16 PROJECT GOVERNANCE AND EVALUATION STRUCTURE

The City will use the following structure for the management and evaluation of the software and implementation services proposals received in response to this RFP.

Executive Steering Committee. The City's Executive Steering Committee ("ESC") consists of the executive leadership of the City. The ESC will play the main "governance" role on the project and will make the final recommendation to the City Manager who will in turn make a final recommendation to the City Council. The ESC will base its recommendation(s) on input from the Proposal Evaluation Team, as well as its own assessment of the proposed solutions.

Proposal Evaluation Team. The Proposal Evaluation Team (the "Evaluation Team") will include representatives from both the central administrative functions such as Finance, Information Technology, and Human Resources, as well as staff members in other City Departments. The Evaluation Team will be responsible for tasks such as evaluating and rating proposals, participating in meetings, attending all software demonstrations, and participating in any other evaluation tasks that may be required, such as site visits. The Evaluation Team members will be responsible for evaluating the quality of the proposed software to assess its ability to meet the both City's business requirements, as well as assessing implementation strategies, prices, and other evaluation criteria. The Evaluation Team's objective is to make a final vendor recommendation to the ESC.

End User Team. The End User Team will consist of subject matter experts from the various City departments that have knowledge of specific business processes and are interested in assisting with the evaluation process. The End User Team will support the Evaluation Team during the evaluation process by participating in activities such as software demonstrations.

City Project Administrator. The City expects to hire or assign a full-time, temporary City Project Administrator who will have daily and project term responsibilities to work with the vendor to successfully achieve the project objectives. The City Project Administrator

shall provide a single point of contract to the successful vendor in the administration of project.

1.17   OVERVIEW OF THE EVALUATION PROCESS

The City will use a competitive process which may include short listing a select group of vendors. The City reserves the right to eliminate vendors and proceed with the remaining vendors, and request Best and Finals Offers from any vendors.

Selection of the final vendor may include the following steps and factors:

- Level 1 (Procurement Requirements Evaluation)
- Level 2 (Detailed Proposal Evaluation)
- Level 3 (Software Demonstrations and Reference Checks)
- Level 4 (Interviews, Customer Site-Visits)
- Level 5 (Final Contract Negotiations)

1.18   AWARD

The City reserves the right to award a contract, based on initial offers received from vendors, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the City shall be deemed to be an acceptance of an offer that such acceptance will be binding upon both parties. A proposing offer should therefore be based on the most favorable terms available from a price, business requirements and technical standpoint. The City may also, at its sole discretion, have discussions with those vendors that it deems in its sole discretion to fall within a competitive range. The City may enter into negotiations separately with such vendors. Negotiations may continue with a vendor to whom the City has tentatively selected to award a contract. The City shall not be deemed to have finally selected a vendor until a contract has been successfully negotiated and signed by both parties. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. Once awarded, the contract which will include this RFP document and the selected vendor's response to the RFP will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing. All contracts are subject to the approval of the City's legal counsel and City Council.

Part 2

Terms and Conditions

GENERAL TERMS AND CONDITIONS

2.1   PREPARATION OF PROPOSALS

Proposals shall be submitted on the forms provided and must be signed by the vendor or the vendor's authorized representative

Vendors should quote on all items appearing in this RFP. Failure to quote on all items may disqualify the proposal.

Unless otherwise stated in the Request for Proposals (RFP), the vendor agrees that the proposal shall be deemed open for acceptance for one year subsequent to submittal to the City of Savannah.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Director no later than January 4, 2009. Any changes to the Request for Proposals will be posted to the City's website.

The vendor shall not divulge, discuss or compare this proposal with other vendors and shall not collude with any other vendor or parties to a proposal whatever.

By submission of a proposal, each vendor certifies, that in connection with this procurement:

- o   The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other vendor; with any competitor; or with any City employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this proposal.

- o   Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to award directly or indirectly to any other vendor or to any competitor; and

- o   No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.2   SUBMISSION OF PROPOSALS

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified.

2.3   PROPOSAL RESULTS

All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract. A list of respondents to the RFP will be posted on the City's website.

2.4 LIMITATIONS

This Request for Proposals (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP.

2.5 PROPOSAL EVALUATION

In an attempt to determine if a vendor is responsible, the City, at its discretion, may obtain technical support from outside sources. Each vendor will agree to fully cooperate with the personnel of such organizations.

2.6 AWARD OF CONTRACT

Any agreement entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded, among other considerations, only to responsive and responsible vendors. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The vendor selected will be the most qualified and not necessarily the vendor with the lowest price.

2.7 MODIFICATIONS AFTER AWARD

The City reserves the right to modify the scope of work as it deems necessary during the course of implementation. The vendor shall notify the City of any additional cost or the reduction in cost related to the changed scope of work prior to proceeding with the scope change.

2.8 CANCELLATION OF AWARD

The City reserves the right to cancel the award without liability to the vendor at any time before a contract has been fully executed by all parties and is approved by the City.

2.9 AGREEMENT FORM

The Agreement form for ERP services is provided in Attachment 5 of Part 6. Vendors may include in their response any exceptions to the Agreement form as provided in Section 3.13.0.

Matters addressed in the Agreement form are hereby incorporated as a part of this RFP include:

Compensation
Acceptance
Termination
Indemnification
Insurance
Intellectual Property Indemnification
Warranties
Payment and Performance Bonds
Contractor Personnel
Status of Contractor
Change Management
Independent Verification and Validation
Default/Breach
Equitable Remedies
Liability
Assignment
Sub-contracting
Release
Confidentiality
Conflict of Interest
Records and Audit
Amendment
Merger, Scope and Order of Precedence
Notices
General Provisions
Survival
Time
Force Majeure
Gratuity Prohibition

2.10 EXECUTION OF AGREEMENT

The successful vendor shall sign (execute) the final Agreement incorporating all negotiated terms and scope and return such signed Agreements along with payment and performance bonds to the City within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

2.11 APPROVAL OF AGREEMENT

Upon receipt of the Agreement that has been fully executed by the successful vendor, the City shall complete the execution of the Agreement in accordance with local laws or ordinances and return the fully executed Agreement to the vendor. Delivery of the fully executed Agreement, and a City purchase order, shall constitute a notice to proceed.

2.12 FAILURE TO EXECUTE AGREEMENT

Failure of the successful vendor to execute the Agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful vendor shall be just cause for cancellation of the award.

2.13 DISQUALIFICATION

Awards will not be made to any person, firm or company in default of a contract with the City, any Georgia county, the State of Georgia or the Federal Government.

2.14 OWNERSHIP OF REPORTS

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Savannah and the successful vendor shall belong exclusively to the City.

2.15 <u>SOFTWARE SOURCE CODE</u>

The successful proposer shall enter into a software source code escrow agreement which shall include the following provisions:

2.15.1   <u>Software in Escrow</u>: Vendor agrees to maintain a copy of the software source code for the systems which were licensed to the City with an escrow agent, and to list the City as an authorized recipient of this source code in the event that the vendor ceases to do business or breaches its Agreement as described in paragraph 2.20.2 below. The source code shall be in machine readable form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the media. Vendor shall replace the media no less frequently than every six (6) months, to ensure readability and preserve the software at the current revision level. Included within the media shall be all associated documentation to allow City to top load, compile and maintain the software.

2.15.2   <u>Access to Source Code</u>: If the vendor ceases to do business (whether by bankruptcy, insolvency, merger, sale, assignment of assets or any other reason) or ceases support of this project, and does not make adequate provision of continued support of the licensed software, or if the vendor breaches the Agreement, the vendor shall make available to the City the latest available licensed software program source code and related documentation, for the licensed software provided by the vendor; and the source code and compiler/utilities necessary to maintain the system and related documentation for software developed by third parties, to the extent that the vendor is authorized to disclose such software. In such circumstances, City shall have the right to unlimited internal use of source code and documentation.

2.16 SOFTWARE LICENSE

The vendor shall grant the City a perpetual, nontransferable, nonexclusive site license under the terms of this Agreement to use the Application Software on its Network. The City shall have the absolute right to upgrade or replace any equipment in the Network and continue to use the Application Software on the Network. The City shall not be required to pay the vendor any additional licensing fee or other fees as a result of using the Application Software in conjunction with the upgraded or replacement equipment on the Network.

The City shall be granted the right to copy the software for archival, backup, or training purposes. All archival and backup copies of the software are subject to the provisions of the license, and all titles, patent numbers, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. The City shall also be permitted to maintain the software on multiple machines for its own use for back-up purposes.

The City will agree not to cause or permit the reverse engineering, disassembly, or de-compilation of the software.

By virtue of the agreement, the City acquires only the right to use the software and does not acquire any rights of ownership.

2.17 SOFTWARE MAINTENANCE FEES

The vendor shall waive or discount the software maintenance fee for the first year (since the software is not in production yet). The City will not pay annual maintenance fees in advance of software being accepted.

Services provided under ongoing post implementation software maintenance agreements shall include telephone support, and software upgrades for the modules purchased by the City.

2.18 ADDITIONAL USERS AND MODULES

The City will require "price protection" for two years from the system acceptance and final payment for additional City users and modules that are listed in the RFP but are not initially purchased.

2.19 TAX

The City is exempt from all sales and Federal excise taxes.

2.20 EXCLUSIVITY

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

2.21 DELIVERY OF THE PROJECT PLAN AND DESIGN DOCUMENT

The project plan and project design document (or other substantively equivalent implementation documents as may be agreed to by the City prior to Agreement signing) are to be delivered within a contractually specified timeframe after contract signing. Non-performance in this regard will result in penalties to be defined in contract negotiations

2.22 SEVERABILITY

If any of the terms or conditions of this RFP is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other RFP terms and conditions.

2.23 EQUAL OPPORTUNITY

The vendor shall maintain policies of employment as follows:

2.36.1 The vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The vendor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

2.36.2 The vendor shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

Part 3

Detailed Submittal Requirements

GENERAL REQUIREMENTS

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Vendor responses shall be in the following format and numbered with tabs as shown:

Section	Title
	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background
4.0	Proposed Application Software and Computing Environment
5.0	Third-Party Products
6.0	Implementation Plan
7.0	Training
8.0	Maintenance and Support Programs
9.0	Essay Responses
10.0	Responses to Functional/Technical Requirements
11.0	Client References
12.0	Cost Proposal
13.0	Exceptions to the RFP-Specifications Exception Form
14.0	Required City Documents
15.0	Sample Vendor Documents

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

3.1.0 EXECUTIVE SUMMARY

This part of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Please note that the executive summary should identify the primary contacts for the software vendor and any third-party vendors.

3.2.0 SCOPE OF SERVICES

This section of the vendor's proposal should include a general discussion of the vendor's understanding of the "overall" project and a summary of the products being proposed.

3.3.0 COMPANY BACKGROUND

Vendor *must provide the following information* about its company so that the City can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a vendor to provide additional support and/or clarify requested information.   Provide this information for the primary vendor and each partner and third-party team member.

- Company Background:

  o   Amount of time the company has been in business
  o   Most recent audited financial statements.
  o   A brief description of the company size (number of employees, revenues) and organizational structure.
  o   Amount of time and what experience vendor has in the public sector, particularly public sector clients of similar size, complexity and type of business (water/wastewater) to the City.
  o   Evaluations of the software and/or services firm by industry analysts.
  o   List of any terminated public sector projects. Please disclose the jurisdiction and explain the termination.

- Client/User Base:

  o   List of "live" public sector customer installs by name and by state and indicate modules used by these agencies. The number of users should also be included. Please include:
     •   Clients in Georgia and the Southeast regions of the U.S.
     •   Clients of similar size to the City in terms of FTEs, employees, and operating budget
  o   Identify any national or regional user groups.
  o   Identify if your company holds an annual or biannual user conference and typical locations where they are held.
  o   Any material (including letters of support or endorsement from clients) indicative of the vendor's capabilities.

- Business Partnerships and Certifications:

  o   Identify any certifications held by your firm if you are implementing or reselling another vendor's products.
  o   If partnering, the amount of time the implementer has worked with the software vendor and how many implementations the two parties have completed together.
  o   Provide resumes of key project individuals as well as all expected system implementation staff. The City will reserve the right to request assignment or reassignment of staff at any time during the project.

3.4.0 PROPOSED APPLICATION SOFTWARE AND COMPUTING ENVIRONMENT

In addition to providing an overview of the software solution proposed for the City, the vendor must present, in detail, the key features and capabilities of the proposed application software as they relate to the City. In addition to the description, please

provide in succinct narrative form (at least one paragraph per item) answers to the following questions (see Part 4 for information on the City's current technology environment):

- Modular Integration. What proposed modules are fully integrated (part of the base software) into the main ERP application? What are the proposed third-party applications? If there are proposed third-party applications, explain how are they integrated into the main ERP application (e.g., Do the third-party applications share security definitions and similar menu structures?) What processes are handled in "real-time"? What processes require batch processes?

- Technology Architecture. When identifying the proposed technical architecture requirements, please identify the **optimal** configuration, **not merely the minimum** configuration. Recognizing the City's stated preferences in Section 4.1, vendors must include a response for each of the following issues:

- Hardware Environment: Describe the optimal hardware environment (both clients and servers) required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks (if any) of each.

- Network Environment: Describe the optimal network environment required to utilize the proposed software. In the event that there is more than one suitable network configuration, list all options, including the relative strengths and weaknesses (if any) of each.

- Operating System: Identify the operating system required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each.

- Database Platform: The vendor is requested to provide the ideal database platform choices for the proposed software. In the event that there is more than one suitable database platform, please list all options, including the relative strengths and drawbacks (if any) of each. The solution vendor should provide a qualitative discussion regarding the proposed solution's ability to perform backups irrespective of open records.

- Software Version: Identify the most current version of the software. Detail the percentage of live customers that are utilizing the proposed version of the software. Please provide a breakdown of customers (by percentage) for each version of the software currently in use. The vendor must provide during implementation the most current version of the software. All known posted and identified fixes to "bugs" within the system must also be applied at time of implementation.

- Reliance on Best Business Practices/Degree of Process Reengineering Imposed or Required. Please describe in detail the best business practices that are built into your software. How do these practices pertain to City operations in particular?

- **Competitive Advantage.**   For each module, please describe any competitive advantages of your system which would distinguish your system from the competition.

- **Workflow Capabilities.**   How does workflow (electronic routing of documents) in your system operate?   How are workflow rules established? How does workflow interface with popular e-mail programs, such as Microsoft Outlook?

- **Administration/Development Toolsets.** What application toolsets are included with the software? What unique programming requirements are there? What tools are available to customize the software (e.g., add fields, create new tables, change menus, etc.)?

- **Security.** What security tools are included with the software? How does your application restrict access to the following: administrative tool access, application access, menu access, record access, field access, and querying/reporting access? What is included in the user security profile? How is the security profile defined?

- **Upgrade tools.** What is the upgrade frequency? How are patches and fixes deployed? How are patches and fixes applied?   How are upgrades applied? What happens to software customizations (e.g., user-defined tables and fields) during the upgrade?   How many versions of the software does your company support? How long does a typical upgrade take to implement, in an organization the size of the City?

- **Reporting and Analysis Tools.** What reporting tools are available? What On-Line Analytical Processing (OLAP) tools are available? Are there any interfaces to Microsoft Office? Do the same security definitions apply to the reporting tools as to the main ERP software? Please provide a list of standard reports, by module, that come "out of the box" with the software.

- **Ongoing Internal Functional and Technical Support.** What is the recommended make-up of the internal (City) functional and technical support team post-implementation? What is the number of staff and skill set required to adequately maintain the system after the implementation partner has left?

3.5.0   THIRD-PARTY PRODUCTS

To the extent that a third-party product is required to compensate for functionality that is absent in the solution, the vendor should explicitly state the name of any third-party products. For each third-party product, proposals must include a statement surrounding whether the vendor's contract will encompass the third-party product and/or whether the City will have to contract on its own for the product. Any third party will be subject to the same requirements as the primary software firm vendor. Finally, the vendor should provide proof that they have access to the third-party software source code (own or in escrow) and that the vendor has the ability to provide long-term support for the third-party software components of their system.

To the extent software needs to be developed or significantly modified, in addition to whatever other requirements exist hereunder, the vendor shall so state and explain the

extent to which this needs to be done; the ability to deliver on time; and the business partners and capabilities of those who will perform the work.

3.6.0   IMPLEMENTATION PLAN

The vendor must provide a detailed plan for implementing the proposed software. The implementation plan **MUST** include a response to the following questions/issues:

- Provide an overview of the implementation plan, as well as the methodology used to install the software.

- What is the timeframe for fully implementing the system? If the proposal contains a phased-approach, provide the specific start and end dates for each phase, as well as listing the modules proposed for each phase. The City has identified a preference for the phases identified in Section 1.3 (Project Scope) based upon its internal business priorities. The vendor must provide a cost and implementation plan that supports the City's preferred timeframes.   However, the City welcomes and will consider reasoned alternatives. The vendor should provide <u>an additional</u> implementation plan and schedule, if appropriate, based on their experience implementing their product at firms of similar size and complexity as the City.

- Any bug patches or upgrades that occur during the implementation will be the responsibility of the vendor with knowledge transfer to the City's technology staff. Describe the role of the City and vendor staff for bug and patch applications (if any). Vendors must include in their proposal a detailed Help Desk strategy for the City, both during the implementation, upon "go-live," and for the post-implementation period.

- Provide a matrix of "roles and responsibilities" for each major activity contained in the proposed implementation plan.

- Describe the methodology and plan for implementing any third party software, if applicable. The methodology shall include the estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.

- Confirm that the proposal contains the level of work effort that will be required to provide for the known customizations, modifications, and/or custom reports that the proposal response has indicated as necessary to deliver the functionality. Identify any assumptions related to these items.

- Describe the role of the City and vendor staff for interface development. Provide the assumptions related to the work effort estimates for interfaces (e.g., the specific interfaces included in the work effort estimates). Also give a brief description of the interface development process including any special toolsets that will be utilized for the process. Refer to Part 3 Section 12 of this document for a listing and description of required interfaces.

- Describe the role of the City and vendor staff for data conversion. Provide the assumptions related to the work effort estimates for data conversion (e.g., amount and type of data to be converted). Also give a brief description of the data conversion process including any special

toolsets that will be utilized. Refer to the Table in Part 3 Section 12 of this document for a list of datasets anticipated for conversion.

- Explain how each of the following types of testing has been addressed in your implementation plan: (a) module testing; (b) integration testing; and (c) stress/load testing.

- Provide resumes of the proposed Project Manager and the Managing Partner.

Proposals must include <u>all</u> modules that the City needs to attain the functionality stated in the detailed business requirements spreadsheets in this RFP (Part 6 - Attachment 3- Essential ERP Functionality). Furthermore, all consulting hours needed to deliver the business requirements, including customization, configuration, and reporting, must be included in the cost proposal.

3.7.0 TRAINING

The vendor must provide a software training overview that includes:

- Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the project work team, end-users, and technology personnel.

- The role and responsibility of the software and implementation vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to City end-users).

- The role and responsibility of City staff in the design and implementation of the training plan.

- The knowledge transfer strategy proposed by the software and/or implementation vendor to prepare City staff to maintain the system and system training programs after it is placed into production.

- Descriptions of classes/courses proposed in the training plan. (The vendor should **specify the unit of measure** for its training (e.g., units, classes, days, etc.) and **define** the hours associated with these units of measure.)

- Use of third-party training resources. Vendor should identify third party partners that provide training on the use of their application and typical locations where that training is conducted.

3.8.0 MAINTENANCE AND SUPPORT PROGRAMS

Specify the nature of any post-implementation and on-going support provided by the vendor including:

- On-site, post-implementation support (e.g., one month of on-site support after go-live, on-site support during initial run of budget module, optional "as-needed" support (7days/week)).

- Telephone support (include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.).

- Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.

- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.

- Any anticipated mid-implementation upgrades. If any are planned, the estimated work effort and related costs associated with such tasks should be included in the proposal.

- Availability of user groups and their geographic areas as well as user group contact information.

- Help Desk, problem reporting and resolution procedures.

- Bug fixes and patches.

- Support provided for third-party solutions.

- Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).

3.9.0   ESSAY RESPONSES

The City has some unique business process needs that must be accommodated in the ERP software. Vendors are required to answer the following questions addressing these requirements (minimum of one paragraph response). These questions may appear again during software presentations and during contract negotiations.

o   Please describe your system's ability to capture and update performance data whether deliberately entered as such or captured as a by-product of system activity. The City is interested in capturing and maintaining this data for analysis and historical purposes. For example, the City would like to be able to record and track the means by which all job applicants have responded to City postings of employment opportunities (e.g. newspaper ad, posting on City's website, posting on a job search website etc.).

o   Please describe your system's data warehouse capabilities. The City desires a database that supports management decision-making processes that is able to meet the following requirements: ability to update or be updated on a regular basis; ability to contain large amounts of data from multiple systems; report writing tools that allow end users to create ad hoc reports.

o   Please describe your system's capability for the capture and reporting of risk management activity. The City is interested in improvement of its self–insured and insured risk management data capture and reporting capabilities for workers compensation, automobile liability, and general liability. The City desires to have a system which will track and report on data elements such as: type of claim or loss, identity of injured party, cause of loss, type of injury, date of loss, location of loss, historical actual costs, and projected future costs for each loss claim.

o   Please describe your system's records management functionality. The City is interested in digital storage and retrieval of permanent historical City records. Many of the existing documents are in hard copy and will need to be scanned, indexed and archived while other documents have been captured on microfiche and will need to be converted, indexed and archived. Please describe the functionality that is contained within your base product offering. The City is particularly interested in such capacities for use to manage accounts payable

documentation by scanning and retrieving vendor invoice and proof-of-delivery type documentation.

3.10.0 RESPONSES TO FUNCTIONAL/TECHNICAL REQUIREMENTS

Responses to the detailed business requirements listed in the Attachment 3 of Part 6 of this RFP must be provided in this section of the vendor's proposal. Attachment 3 to this RFP is available upon request of the City in a MS-WORD format. Vendors are required to use the format provided and add explanatory details as necessary in the "comments" column or in a separate sheet that references the requirement number. The following answer key should be used when responding to the requirements:

F = Fully Provided "Out-of-the-Box"

CO = Configuration (table set-up required; no changes to source code)

R = Provided with Reporting Tool

CU = Customization (requiring changes to source code)

TP = Third Party Software Required

NA = Not Available

Note: Vendors must use **only one response code per requirement**. Any requirement that is not answered utilizing a single code as outlined above will be treated as a negative/non-response. The selected software vendor must warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP. That is*, the detailed requirements as stated in this RFP will become part of the software license and implementation services agreements and will be warranted as such.*

All responses that indicate that functionality is available out-of-the-box, through configuration, customization, or a reporting tool, or through a third-party product should be included in the costs submitted in this proposal. The cost for any customizations should be broken out by specific requirement and included in the in Section 12.0 of your RFP response. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of this proposal.

3.11.0 CLIENT REFERENCES

The City considers references to be important in its decision to award a contract. During the selection process, the City will contact references provided. Vendors must provide a direct client reference contact who was involved in the vendor-led project.

SOFTWARE VENDORS – Software vendors should provide at least five (5) client references that are similar in size and complexity to this procurement and have utilized the proposed system in a comparable computing environment. (Reference forms are attached to this proposal as Attachment 1 in Part 6.)   Submit references for fully completed (five) installations. If a separate implementation firm is being utilized, the references should be for installations that utilized the same implementation firm.

THIRD PARTY SOFTWARE FIRMS – Using the forms attached to this RFP (see Attachment 1 Part 6), third-party software firms addressing particular functionality (e.g., budget preparation software) should provide at least five (5) references that are similar in size and complexity to this procurement and that have been used with the prime

enterprise software proposed for this engagement. Submit references for fully completed (live) installations.

3.12.0 COST PROPOSAL

As section 12.0 of their response to this RFP, vendors should submit fixed price project costs for software and implementation services. Attachment 2 to this RFP provides the format that vendors must use. Attachment 2 is available upon request from City as a Excel spreadsheet.

The cost proposal must include all costs related to implementing the detailed business requirements in this RFP whether such implementation requires customization to the software or not. The City may award a purchase contract based on initial offers received without discussion of such offers. A vendor's initial offer should, therefore, be based on the most favorable terms available. The City may, however, hold discussions with those vendors that it deems, in its discretion, to fall within a competitive range. It may also request revised pricing offers from such vendors and make an award and/or conduct negotiations thereafter.

Cost schedules must be presented in the spreadsheet format presented in Attachment 2 of this RFP and submitted in Microsoft Excel and in hard copy. The City reserves the right to request cost and scope clarification at any time throughout the selection and negotiation process.

Vendors must utilize the cost schedule spreadsheets provided with the RFP. **DO NOT** use "TBD" (to be determined) or similar annotations in the cells. You may identify costs as a "not-to-exceed" amount.

Additional comments may be provided in the cost schedule spreadsheets in the designated comment areas. Vendors may **not** utilize their own standard cost sheets for submitting information. The City will look to the formatted RFP cost spreadsheets for pricing information and descriptions.

Vendors must explicitly state what is included in data conversion and interfaces, i.e., reconfirm in cost matrix what files are included in conversion (or not) and what interfaces are included in costs.

If the vendor plans to demonstrate a specific product, module, functionality, or service during the selection process, they should include the cost in the proposal quotes. If you choose to reference it as an option and not price it, it must be clearly noted in your proposal response, and clearly and explicitly identified during any demonstration or discussion.

Anticipated Number of Users:

While it is difficult for the City to envision exactly who will use the system in what manner in an ERP environment, vendors should utilize the following initial information for pricing purposes. The descriptions below are for reference purposes only and are provided as guidelines. They are not intended to be comprehensive, nor limiting. Please also note that the "named" and "concurrent" user columns are intended to be completely overlapping. In other words, each column describes the same user population in a different way, so the vendor *should not* add the two columns together to attempt to come to a total user count.

Function	Power Users	Occasional Users	Total Named Users	Maximum Concurrent Users
Financial Group	*A*	*B*	*A+B*	
General Ledger/Chart of Accounts	20	1,480	1,500	100
Project and Grant Accounting	20	1,480	1,500	50
Capital Asset Accounting	20	1,480	1,500	50
Accounts Payable	20	1,480	1,500	100
Budget Preparation and Budget Control	20	1,480	1,500	150
Purchasing	20	1,480	1,500	100
Inventory Management	20	1,480	1,500	50
HR/Payroll Group				
Payroll and timekeeping	20	2,480	2,500	150
Human Resources and Applicant Tracking	20	2,480	2,500	150
Total system-wide concurrent users (i.e. estimated users signed-on to system at one time): 500				
Total City employees identified as named users: 1,500				
Note A: This estimate assumes that most employees use more that one application (e.g. an employee performs both AP and PR functions).				
Note B: It is assumed that all employees will be entering payroll data and using employee self-service functions offered by the HR/Payroll applications.				

It is highly likely that some users will fall into more than one category as defined above (i.e., neither the rows nor columns are intended to be additive in any way). For example, a Purchasing user may also be an Accounts Payable user. The breakdowns provided above are intended only to assist vendors in proposing the correct number of various types of licenses.

Vendors selected to be on the short list must discuss this issue with the City so that there is a complete understanding of the delineation of capabilities with each of the vendor's various user licenses.

Note that the City is requiring a "site license" arrangement that will allow unlimited concurrent use of the application software by City staff.

Anticipated Data Conversions:

The City anticipates that there will be some automated data conversion required by the vendor. The following table estimates the City's possible data conversion requirements. Note: The City reserves the right to add or delete data to be converted.

Anticipated Automated Data Conversions				
System	File	Estimated Number of Records	Years of History	File Type
General Ledger	Chart of Accounts (CHFCHART)	37,000	na	Unidata Unix File (CCS)
General Ledger	Transaction File (GLRDYYYY)		2	Unidata Unix File (CCS)

Anticipated Automated Data Conversions				
System	**File**	**Estimated Number of Records**	**Years of History**	**File Type**
		1,500,000		
General Ledger	Journal Entries (GLRJE)	11,000	2	Unidata Unix File (CCS)
Project Accounting	Project Account Segment (CHTSEG)	3,900	na	Unidata Unix File (CCS)
Project Accounting	Project Transactions	150,000	15	Unidata Unix File (CCS)
Capital Asset Accounting	Capital Asset File (FAFMSTR)	9,500	na	Unidata Unix File (CCS)
Accounts Payable	Vendor File (APFVEND)	110,000	na	Unidata Unix File (CCS)
Accounts Payable	Invoice File (APFINVC)	91,000	2	Unidata Unix File (CCS)
Purchasing	Contract File	350	15	Unidata Unix File (CCS)
Purchasing	Purchase Order File (POFPO)	15,000	2	Unidata Unix File (CCS)
Purchasing	Vendor Registration File	7,800	na	Lotus Notes database
Inventory Management	Inventory Master File (ICFMSTR)	1,700	na	Unidata Unix File (CCS)
Payroll	Payroll Master File (PRFMSTR)	15,000	na	Unidata Unix File (CCS)
Human Resources	Training (EMR_Reg)	109,000	10	Paradox db file
Human Resources	Employee Action (EMP_Tran)	54,000	10	Paradox db file
Human Resources	Employee Master File (EMP_Name)	10,500	na	Paradox db file

Anticipated Interfaces:

The City's ERP system must be able to exchange data with certain existing City systems. The following table estimates the City's anticipated interfaces. Note: The City reserves the right to delete interfaces from this list.

Anticipated System Interfaces			
Source System	**Description of Data**	**Direction**	**Real-time or Batch**
GP Govern	GL Transactions for new Billings issued	PG-Govern to ERP	Batch
GP Govern	GL Transactions for billing adjustments and write-offs	PG-Govern to ERP	Batch
GP Govern	GL Transactions for Cash Receipts	PG-Govern to ERP	Batch
GP Govern	Establish new vendors for processing refunds	PG-Govern to ERP	Batch
GP Govern	AP claims for refunds	PG-Govern to ERP	Batch
ERP	Refund check numbers and dates	ERP to PG-Govern	Batch
FleetAnywhere	Monthly GL transactions for fuel use	FleetAnywhere to ERP	Batch
Bank	Monthly file of checks paid for checking account reconciliation	Bank to ERP	Batch

Anticipated System Interfaces			
Source System	Description of Data	Direction	Real-time or Batch
ERP - PR	ACH Files for PR direct deposit	ERP to Bank	Batch
ERP - AP	ACH file for vendor payments	ERP to Bank	Batch
Bank	Purchasing Card transactions (potential)	Bank to ERP	Batch
ERP - AP and PR	File of checks written for "positive pay" (potential)	ERP to Bank	Batch
ERP - PR	File of ICMA Deferred Compensation deductions	ERP to ICMA	Batch
ERP - PR	File of Savings Bond purchases	ERP to Federal Reserve	Batch
ERP – OLD GL	ERP PR transaction will need to be posted to City's existing GL during the transition period.	ERP to City's Existing General Ledger	Batch
NEOGOV	New employee data to ERP PR/HR system from NEOGOV applicant system (eliminate if new ERP has suitable on-line application and applicant tracking system)	NEOGOV o ERP PR/HR systems	Batch
Benefit Enrollment System	On-line benefit enrollment system data for updating benefit option choices and beneficiary data (eliminate if new ERP has a suitable on-line benefit enrollment features)	Benefit Enrollment t system to ERP PR/HR systems	Batch

For further information that may be helpful in estimating costs, please see the tables in section 5.1 Key Statistics.

3.13.0 EXCEPTIONS TO THE RFP

All requested information in this RFP must be supplied with the proposal. Vendors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and the written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the City, and the description of the advantages or disadvantages to the City as a result of such exceptions. The City, at its sole discretion, may reject any exceptions or specifications within the proposal.

3.14.0 REQUIRED CITY DOCUMENTS

Proposer shall submit the forms outlined in Attachment 4 in this section in Section 14.0 of the RFP Response. These forms include:

Proposal Form
Non-Discrimination Statement
Schedule of Minority and Woman Owned Participation
Contractor Affidavit
Bid Bond as evidence that if successful, the proposer will provide payment and performance bonds

3.15.0 SAMPLE DOCUMENTS

To establish a complete and competitive proposal, vendors must include sample copies of the following documents:

●   Sample training manual

- Sample user guide
- Sample functional, technical and support documentation
- Sample software license agreement
- Sample maintenance and support agreement

Part 4
Technical Specifications

4.1   Current ENTERPRISE Technology Environment

In addition to providing an overview of the software solution proposed for the City, the vendor must present, in detail, the key technology features and capabilities of the proposed application software as they relate to this project (see section 3.4.0).

4.1.1   <u>Current Technology Environment and Standards:</u> The City prefers a solution that is compatible with its current environment and future technology vision. ***The following information provides vendors with an overview of the City's current technology environment and technology preferences.***

4.1.2   The City's Information Technology Department supports approximately 1900 logins. There are 1600 PCs in use. The City's policy is to replace PCs on a 5 year cycle. PCs are running Windows XP. We currently use Lotus Notes and Domino but are migrating, in 2009, to Exchange and Sharepoint. We use Office XP and will upgrade to Office 2007 in conjunction with the Exchange/Sharepoint rollout.

The City has 120 locations on its Network; most locations backhaul via fiber. The City's recently upgraded all its panels, closets, and switches to a GiG backbone in support of a VOIP installation.

We are in the process of rolling out hundreds of mobile PCs for the Police Department, Inspections and Code Enforcement. We use a Juniper SSL VPN to provide secure network access.

There are 40 Servers supported by the City. Most are Windows 2003. We are in the process of migrating servers to VMWare ESX Servers. We use SQL 2000 and 2005 and have developed several Microsoft .net applications.

We use SANs from Xiotech and Overland. We do backups disk to disk to tape using Brightstor.

Applications staff has training and experience using MS SQL, .net, Visual Studio, Sharepoint and ESRI software.

4.1.3   <u>Technology Standards and Preferences for the Proposed ERP System:</u> In regard to the City's technology architecture as they relate to this project, vendors should take into consideration the following preferences:

Technical Function:	Preferred Technology/Platform:
Server Operating Systems	Microsoft Windows Server 2003
Client Operating Systems	Microsoft Windows XP Professional
Database Software	Microsoft SQL 2005
Web Server Software	Microsoft IIS
Web Browser	Microsoft Internet Explorer v6.0
Mail Server Software	Microsoft Exchange 2007
Office Applications	Microsoft Office 2007

The City prefers software that is standards-based and does not lock the City into proprietary technology. In addition, the City preference is for GUI-based applications running in a client-server or web-based environment. Applications should be user-friendly and table-driven, and able to utilize the City's installed Ethernet TCP/IP network.

This information is provided for informational purposes only. Vendors are encouraged to recommend the optimal enterprise technology environment to support its proposed solution.

5.1   KEY STATISTICS

Payroll and Human Resources	
Active City Employee Counts (as of September 2008)	
Employees paid on bi-weekly salaries	1,812
Employees paid on weekly hourly wages	912
Employees paid monthly salaries	1
Total City Employees	2,725
Active Separate Authority Employee Counts (as of September 2008)	
Employees paid on bi-weekly salaries	18
Employees paid on weekly hourly wages	22
Total Employees of Separate Employer Authority	40
Pensioner Counts (as of September 2008)	
Pensioners paid on monthly basis	823
Pensioners paid on bi-weekly basis	14
Pensioners and Employee Beneficiaries	182
Total Pensioners	1,019
Number of Pay and leave Accrual and Usage Types	182
Number of Deduction Types (includes direct deposit codes)	518
Number of Leave Balance ypes	9
Number of Pay Checks/ACHs issued in 2007	93,823
Number of Pension Checks/ACHs issued in 2007	12,410
Number of Form W-2s issued in 2007	3,265
Number of 1099Rs issued in 2007	1,276
Number of Employment Applications Processed in 2008 (estimate)	17,000
Number of New Hires in 2007	421
General Ledger	
Number of General Ledger Funds on Jan 1 to December 31 Year	104
Number of Genera Ledger Funds on Different Fiscal Years	1
Total Number of Funds	105
Number of Balance Sheet Accounts (Asset and Liability)	6,551
Number of Revenue Accounts	5,302
Number of Expense Accounts	24,555
Number of Equity Accounts	510
Total Number of General Ledger Accounts	36,918
Count of 2007 General Ledger Transactions (each debit and credit)	
Journal Entries	54,981
Budget Recording and Budget Adjustments	4,748
Accounts Payable	341,464
Cash Receipts (Note: Detail is summarized by batch)	71,074

Accounts Receivable (Note: Detail is summarized by batch)	154,575
Payroll (Note: Detail is summarized by pay cycle)	36,192
Purchase Order Encumbrances and Liquidations	25,499
All Other	22,751
Total General Ledger Transaction Count	711,284
Capital Assets	
Number of Capital Asset Records	9,500
Accounts Payable (2007 Counts)	
Number of Vendors on Vendor File	110,000
Number of Vendors used in 2007	10,656
Number of AP Checks Written	36,896
Number of 1099s issued	270
Number of Invoices Paid	49,983
Purchasing (2007 Counts)	
Number of Purchase Orders Issued	7,157
Number of Requisitions	6,610
Number of Annual Contracts	200
Number of Registered Vendors for Bid Notification	7,815
Inventory Management (2007 Counts)	
Number of Items on Master File	1,700
Number of Purchase Order Lines Issued for Stock Replenishment	525
Number of Requisition Lines Filled	14,000
Project Accounting (2007)	
Total Number of Projects on Record	3,900
Number of Active Projects	415
Number of Project G/L Transactions	18,918
Grant Accounting	
Number of Active Grants in 2007	44
Information Technology	
Employee E-mail Accounts	1,900
CCS User Sign-ons	362

Part 6

Attachment Index

Attachment 1: Reference Forms

Attachment 2: Proposed Cost Schedule
(Note these Schedules are available at the City WEB site in Excel Spreadsheet Format)

       Schedule 1: Summary
       Schedule 2: Vendor's License Fees and Annual Support/Maintenance Costs
       Schedule 3: Third Party License Fees and Annual Support/Maintenance Costs
       Schedule 4   Professional Services – Project Management
       Schedule 5   Professional Services – Data Conversion
       Schedule 6   Professional Services – Interfaces
       Schedule 7   Professional Services – Customization (Three pages)
       Schedule 8   Professional Services – Configuration
       Schedule 9: Training Cost
       Schedule 10: Travel and Other Costs

Attachment 3: Essential ERP Functionality
(Note this Attachment is available at the City WEB site in MS-WORD format)

Attachment 4: City of Savannah Required Forms

       Proposal Form
       Non-Discrimination Statement
       Schedule of Minority and Woman Owned Participation
       Contractor Affidavit
       Form of Bid Bond

Attachment 5: Agreement Form and Performance Bond Forms

       Agreement Form
       Payment and Performance Bond Forms

Attachment 1
Reference Form

SOFTWARE AND IMPLEMENTATION REFERENCE FORM
Use this form for completion of Section 11.0 of your Response to the RFP

Please provide at least five (5) references for the software that most closely reflect similar consulting projects to the City's scope of work which have been completed within the past three (3) years and have involved the proposed software. These references should be sites at which the software has been **FULLY IMPLEMENTED** and is "**Live**". **References where system implementation is not complete will not suffice for the City's evaluation purposes.** Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Government or Agency: _____ **Phone:** _____

Address: _____

Government Project Manager: _____ **Title:** _____

Service Dates: _____ **Software Program/Version:** _____

Summary of Project: _____

_____

_____

Agency's Operating Budget: _____ **Number of Employees:** _____

PROJECT SCOPE

Please indicate (by checking box) functionality installed:

☐ (1) General Ledger / Chart of Accounts   ☐ (5) Budget Preparation and Budget Control   ☐ (9) Human Resources and Applicant Tracking

☐ (2) Project and Grant Accounting   ☐ (6) Purchasing   ☐ (10) Work Flow

☐ (3) Capital Asset Accounting   ☐ (7) Inventory Management   ☐ (11) Optional other:

☐ (4) Accounts Payable   ☐ (8) Payroll and Timekeeping   ☐ (12) Optional other:

PROJECT COST

Hardware Cost $ _____   **Implementation Services** $ _____

Software Cost $ _____   **Government's Internal Cost (if known)** $ _____

                    Program Interface Cost $ _____

TECHNOLOGY INFORMATION

Hardware Platform: _____

Database Platform: _____

Operating System: _____

Attachment 2
Proposed Cost Schedules

(Note this Attachment is available for download in an Excel spreadsheet at the City's WEB site: www.savannahga.gov)

City of Savannah Georgia
Request for Proposals for ERP System
Schedule 1
Cost Summary

	Proposed Cost	Comment/Explanation
License Fees and Professional Services:		
Software License Fees		
Vendor Software (Detail on Schedule 2)	$ -	
Third Party Software (Detail on Schedule 3)	-	
Professional Services:		
Implementation and Project Management Services (Detail on Schedule 4)	-	
Conversion Services (Detail on Schedule 5)	-	
Interface Services (Detail on Schedule 6)	-	
Customization Services (Detail on Schedule 7)	-	
Configuration Services (Detail on Schedule 8)	-	
Training Services (Detail on Schedule 9)	-	
Travel and Other Costs (Detail on Schedule 10)	-	
Total Fixed Fee for Project	$ -	
Software Maintenance & Support (Years 1-5) (Detail on Schedules 2 and 3)		
Period:		
Year 1 (to commence upon a module being placed in production)	$ -	
Year 2	-	
Year 3	-	
Year 4	-	
Year 5	-	
Total Maintenance and Support (years 1 through 5)	$ -	
Total for Project Fixed Fee plus Maintenance/Support for 5 Years	$ -	
Maximum annual percentage increase for Vendor's Maintenance and Support for Years 6 through 10. (schedule 2)	0%	
Maximum annual percentage increase for Third Party's Maintenance and Support for Years 6 through 10. (schedule 3)	0%	

No entries manual entries (other than Comments) are required on this spreadsheet.
Check the formulas to ensure all costs on Schedules 2 through 10 are properly captured.

City of Savannah Georgia
Request for Proposals for ERP System
Schedule 2
Vendor's License Fee Detail/Annual Maintenance and Support Detail

	Footnote Reference*	Proposed Cost	Annual Maintenance and Support				
			Year 1	Year 2	Year 3	Year 4	Year 5
Software License Fees for Vendor Software:							
General Ledger/Chart of Accounts		$ -	$ -	$ -	$ -	$ -	$ -
Project and Grant Accounting		-	-	-	-	-	-
Capital Asset Accounting		-	-	-	-	-	-
Accounts Payable		-	-	-	-	-	-
Budget Preparation and Budget Control		-	-	-	-	-	-
Purchasing		-	-	-	-	-	-
Inventory Management		-	-	-	-	-	-
Payroll and timekeeping		-	-	-	-	-	-
Human Resources and Applicant Tracking		-	-	-	-	-	-
Workflow		-	-	-	-	-	-
Any Additional Modules Required to Implement Functionality:							
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
Total Vendor Software		$ -	$ -	$ -	$ -	$ -	$ -

Maximum annual percentage increase for Vendor's Maintenance and Support for Years 6 through 10   0%

* Footnote References - List any explanations or comments keyed to footnote references you may place in column D above:

City of Savannah Georgia
Request for Proposals for ERP System
Schedule 3
Third Party License Fee Detail/Annual Maintenance and Support Detail

	Footnote Reference*	Proposed Cost	Annual Maintenance and Support				
			Year 1	Year 2	Year 3	Year 4	Year 5
Software License for Third Party Software:							
		$ -	$ -	$ -	$ -	$ -	$ -
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
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		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
Total for Third Party Software		$ -	$ -	$ -	$ -	$ -	$ -

Maximum annual percentage increase for Third Party's Maintenance and Support for Years 6 through 10.   0%

* Footnote References - List any explanations or comments keyed to footnote references you may place in column D above:

City of Savannah Georgia
Request for Proposals for ERP System
Schedule 4
Professional Service Fee Detail Project Management

Implementation and Project Management Fees:	Total Proposed Cost	Explanation/Comment
General Ledger/Chart of Accounts	$ -	
Project and Grant Accounting	-	
Capital Asset Accounting	-	
Accounts Payable	-	
Budget Preparation and Budget Control	-	
Purchasing	-	
Inventory Management	-	
Payroll and timekeeping	-	
Human Resources and Applicant Tracking	-	
Workflow	-	
Any Additional Modules Required to Implement Functionality:		
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
Software License for Third Party Software:		
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
Total for Project Management	$ -	

City of Savannah Georgia
Request for Proposals for ERP System
Schedule 5
Professional Service Fee Detail for Data Conversion

	Total Proposed Cost	Explanation/Comment
Conversion Services (See Section 3.12.0 of RFP For data on anticipated conversions):		
Chart of Accounts (CHFCHART)	-	
Transaction File (GLRDYYYY)	-	
Journal Entries (GLRJE)	-	
Project Account Segment (CHTSEG)	-	
Project Transactions	-	
Capital Asset File (FAFMSTR)	-	
Vendor File (APFVEND)	-	
Invoice File (APFINVC)	-	
Contract File	-	
Purchase Order File (POFPO)	-	
Vendor Registration File	-	
Inventory Master File (ICFMSTR)	-	
Payroll Master File (PRFMSTR)	-	
Training (EMR_Reg)	-	
Employee Action (EMP_Tran)	-	
Employee Master File (EMP_Name)	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
Total Conversion	-	

City of Savannah Georgia
Request for Proposals for ERP System
Schedule 6
Professional Service Fee Detail for Interfaces

	Total Proposed Cost	Explanation/Comment
Interface Services (See Section 3.12.0 of RFP For data on anticipated interfaces):		
GL Transactions for new Billings issued	$ -	
GL Transactions for billing adjustments and write-offs	-	
GL Transactions for Cash Receipts	-	
Establish new vendors for processing refunds	-	
AP claims for refunds	-	
Refund check numbers and dates	-	
Monthly GL transactions for fuel use	-	
Monthly file of checks paid for checking account reconciliation	-	
ACH Files for PR direct deposit	-	
ACH file for vendor payments	-	
Purchasing Card transactions (potential)	-	
File of checks written for "positive pay" (potential)	-	
File of ICMA Deferred Compensaiton deducitons	-	
File of Savings Bond purchases	-	
ERP PR transaction to existing General Ledger (transition period)	-	
New employee data from NEOGOV (potential if ERP not suitable)	-	
On-line benefit enrollment data (potential if new ERP not suitable)	-	
	-	
	-	
	-	
	-	
	-	
	-	
Total Interfaces	$ -	

List Customation Estimates provided in "Vendor Comments" column of ERP Essential Functionality Matrix - RFP Attachment 3 for "CU" coded items

		Total Proposed Cost	**Comment/Explanation**
IT - Information Technology Items			
IT1	Microsoft SQL Database	$ -	
IT2	Common Central Administrative Tools	-	
IT3	User Customization Ability	-	
IT4	Utilization of MS Active Directory	-	
IT5	Application/Database/Table/Field level security	-	
IT6	Data Change and Access Logging	-	
IT7	Encryption Option	-	
IT8	Certified for VMware	-	
IT9	Workflow links to MS Exchange	-	
IT10	Site License	-	
IT11	Map display	-	
IT12	Document Links	-	
IT13	Archive Management	-	
IT14	Ad Hoc Inquiry Tool	-	
IT15	Spreadsheet Download	-	
IT16	Spreadsheet Upload	-	
IT17	Record Locking	-	
CH - Chart of Accounts Items		-	
CH1	Account number structure	-	
CH2	Account creation	-	
CH3	Rules for segment combination restrictions	-	
CH4	All modules to utilize a common GL Chart of Accounts system	-	
GL -Geneal Ledger Items		-	
GL1	Automatic inter-fund balancing for JEs	-	
GL2	Automatic inter-fund balancing for other type batches	-	
GL3	All GL transactions batched	-	
GL4	Posting in "summary" and "detail" user controlled	-	
GL5	Keep separate account balances for "budget", "encumbrance" and "actual" transactions	-	
GL6	Original budget posting	-	
GL7	Project ledger independent of GL	-	
GL7.5	Special Program ledger independent of GL	-	
GL8	Transaction import	-	
GL9	Periodic JEs	-	
GL10	Transaction Inquiry	-	
GL11	Allow reports to be comparative	-	
GL12	Allow multiple fiscal years	-	
GL13	NO monthly close	-	
GL14	Prior periods stay open	-	
GL15	Automated year-end closing entries.	-	
GL16	Allow entries after a close.	-	
GL17	Allow multiple balance forward calculations.	-	
GL18	Provide for more Fiscal Periods than just the 12 standard months	-	
GL19	Flexible budget validation checking	-	
AP - Accounts Payable Items		-	
AP1	Check for Duplicate Invoices	-	
AP2	Write single check to vendor for all invoices; provide override capability	-	
AP3	Flexibility for invoice selection for payment	-	
AP4	Recurring payments	-	
AP5	System shall support future IRS Withholding for vendors	-	
AP6	Integration with Purchasing Module	-	
AP7	System will provide support for 1099 reporting	-	
AP8	Additions of new Vendors on the fly	-	
AP9	Support multiple vendor remit-to addresses	-	
AP10	Allow consolidation of multiple Vendors to a single Vendor	-	
AP11	Batch processing	-	
AP12	Import invoice transactions	-	

City of Savannah Georgia
Request for Proposals for ERP System
Schedule 7 (Page 2 of 3)
Professional Service Fee Detail for Customizations

List Customation Estimates provided in "Vendor Comments" column of ERP Essential Functionality Matrix - RFP Attachment 3 for "CU" coded items

PR - Payroll Items		Total Proposed Cost	Comment/Explanation
PR1	Integrated Position Control	$ -	
PR2	Multiple pay cycles	-	
PR3	Remote Time Entry and Automated Time Entry Interface	-	
PR4	Maintain employee history	-	
PR5	Table driven pay codes	-	
PR6	Table driven deduction codes	-	
PR7	Flexible pay range and step tables	-	
PR8	Flexible mass pay rate change implementation	-	
PR9	Global deduction changes	-	
PR10	Leave Accounting	-	
PR11	Certain Life-to-Date Deduction Balances Maintained	-	
PR12	Multiple employers	-	
PR13	Separate Pension "Payroll" Function	-	
PR14	GL Interface	-	
PR15	Direct Deposit	-	
PR16	Support Positive Pay	-	
PR17	Provide an internet based facility for employees to view current and past Pay-stubs	-	
PO - Purchasing Items		-	
PO0	Purchasing Workflow	-	
PO1	Requisition Entry and Management	-	
PO2	REQ and PO activity to be time stamped	-	
PO3	Contract Database	-	
PO4	Flexible POs Issuance	-	
PO5	Electronic PO Delivery	-	
PO6	PO Database	-	
PO7	Access to Contract File to be used to start entry of REQ	-	
PO8	On-line receiving	-	
PO9	Bid Classification Coding	-	
PO10	M/WBE Vendor Coding	-	
PO11	On-line Vendor Registration	-	
PO12	On-line Bid Notices and notification of bid opportunities	-	
PO13	Vendor bid invitation response tracking	-	
PO14	On-line receipt of bids	-	
PO15	Vendor Performance Tracking	-	
PO16	Vendor Preference Criteria included in Bid Tabulation Results	-	
PO17	Small Purchases- "Agency Purchase Orders"	-	
PO18	Data Base for Capture of Sub-contract Information	-	
BP - Budget Preparations Items		-	
BP1	Expense and Revenue Forecasting for current year and for multi-year	-	
BP2	Comparative Reports and graphs	-	
BP3	Roll-up flexibility for reporting	-	
BP4	Use of Budget Cycles	-	
BP5	Flexible Initiation of Operating Budget Cycle	-	
BP6	Ability to budget at higher level than detailed chart of accounts	-	
BP7	User Friendly User Department Budget Request Entry	-	
BP8	Flexible Creation of New Budget Cycles	-	
BP9	Salary Budget Creation	-	
BP10	Performance Measures	-	
BP11	Preparation of Publishable Quality Budget Document pages	-	
BP12	Preparation of Editable "Department Pages" for Budget Document.	-	
BP13	Charts and Graphs	-	
BP14	Non-budgetary information in Budget Document	-	
BP15	Capital Asset Information System	-	
BP16	Capital Budget Electronic Worksheets	-	

City of Savannah Georgia
Request for Proposals for ERP System
Schedule 7 (page 3 of 3)
Professional Service Fee Detail for Customizations

List Customation Estimates provided in "Vendor Comments" column of ERP Essential Functionality Matrix - RFP Attachment 3 for "CU" coded items

HR - Human Resources Items		Total Proposed Cost	Comment/Explanation
HR1	Employee Demographic Data Maintenance and Reporting	-	
HR2	Performance Evaluation Management	-	
HR3	Separation Tracking and Management	-	
HR4	Online benefit administration and enrollment	-	
HR5	Employee on-line self-service	-	
HR6	On-line Employment Application System	-	
HR7	Training management	-	
HR8	Maintain employee history	-	
HR9	Ad hoc reporting	-	
HR10	Reports required by employment laws	-	
HR11	Work flow	-	
HR12	Fully integrated Position Control System between HR, PR and BP systems	-	
HR13	Salary cost projection tools	-	
HR14	On-line personnel directory	-	
HR15	Online organizational chart	-	
HR16	Employee ID Badges	-	
	Sub total Customization (Page 3)	$ -	
	Sub total Customization (Page 1)	-	
	Sub total Customization (Page 2)	-	
	Total for all Customization	$ -	

Configuration Costs by Module	Total Proposed Cost	Explanation/Comment
General Ledger/Chart of Accounts	$ -	
Project and Grant Accounting	-	
Capital Asset Accounting	-	
Accounts Payable	-	
Budget Preparation and Budget Control	-	
Purchasing	-	
Inventory Management	-	
Payroll and timekeeping	-	
Human Resources and Applicant Tracking	-	
Workflow	-	
Any Additional Modules Required to Implement Functionality:	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
Software License for Third Party Software:		
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
Total Configuration Cost	$ -	

City of Savannah Georgia
Request for Proposals for ERP System
Schedule 9
Training Services Cost Detail

Training Costs by Module	Number of Training Days	Average Blended Rate per Day	Total Proposed Cost	Explanation/Comment
General Ledger/Chart of Accounts	-	$ -	$ -	
Project and Grant Accounting	-	-	-	
Capital Asset Accounting	-	-	-	
Accounts Payable	-	-	-	
Budget Preparation and Budget Control	-	-	-	
Purchasing	-	-	-	
Inventory Management	-	-	-	
Payroll and timekeeping	-	-	-	
Human Resources and Applicant Tracking	-	-	-	
Workflow	-	-	-	
Any Additional Modules Required to Implement Functionality:	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
Software License for Third Party Software:				
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
Total Training	-		$ -	

City of Savannah Georgia
Request for Proposals for ERP System
Schedule 10
Travel and Other Cost Detail

	Unit of Measure	Number of Units	Average Cost per Unit	Total Cost	Comment/Explanation
Travel Expenses:					
Transportation Cost (e.g. Airfare)	Number of Round-trips	-	$ -	$ -	
On-site per diem	Number of on-site man-days	-	-	-	
Other travel costs:					
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
Total Travel Cost		-		$ -	

Other Costs not Included Elsewere:					
		-	-	$ -	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
Total Other Costs		-		$ -	

Total Travel and Other Costs $ -

Attachment 3
Essential ERP Functionality

This Attachment 3 represents the City of Savannah's elements of Essential ERP Functionally. This Attachment was purposefully written to concentrate on essential functions that are of unique interest to Savannah, and does not attempt to list the common functionality that any ERP would be expected to perform.

The successful vendor will be required to warrant that its ERP will fulfill the functionality described in this Attachment, as well as, all functionality described in the vendor's literature or functionality presented in the software demonstrations.   See section 2.31 of the RPF.

IT – Information Technology

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
IT1	Microsoft SQL Database	All applications must use common Microsoft SQL 2005 (or newer version) as the database engine.			
IT2	Common Central Administrative Tools	All applications must utilize one central administrative set of functions for controlling security, system access, and printer management.			
IT3	User Customization Ability	All applications must provide for some ability for customization by the City without support by the vendor. For example, areas of interest would include adding fields to screens and the database; renaming screen field labels to conform to local terminology; adding to menu selectors to launch locally created functions; and portal pages to the application can be customizable by the City.			
IT4	Utilization of MS Active Directory	Applications must utilize Microsoft's Active Directory for both authorizations to use the software and as the mechanism to specify and verify user data and function access rights. The City is seeks to have "role" based application access, and the ability to specify "role" based workflow (ex. Department Heads, Payroll Clerks, Cashiers, Analysts, etc.)			
IT5	Application/Database/ Table/Field level security	Applications must allow for the City to control security access to databases and tables, down to the field level.			
IT6	Data Change and Access Logging	Applications must maintain a record showing the user IDs who changed/added data to the database and in the case of a change in data maintain a record of the			

* "Vendor Response" Key: **F** = Fully provided "out-of the box"
                                      CO = Supported with appropriate configuration (no changes to underlying standard software code required)
                                      R = Provided using spreadsheet download and/or the ad hoc reporting tools
                                      CU = Custom development to underlying code is required. Provide estimated cost of modification in Comments column
                                      TP = Third party software required. Identify required third party software in Comments column
                                      NA = Not available

IT – Information Technology

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		"before" and the "after" change data. The City prefers to also have the option to maintain a log of the user ID of all accesses to data.			
IT7	Encryption Option	The applications must provide an option for the City to designate certain fields (e.g. Social Security Number or Birth Date) to be encrypted.			
IT8	Certified for VMware	Applications must be certified to run in a virtual server environment (City uses VMWare).			
IT9	Workflow links to MS Exchange	Any workflow notifications, reminders, or other workflow messages must be delivered to the MS Exchange server, preferably with an embedded link to the appropriate application reference.			
IT10	Site License	City requires a site license for the Applications where there is no limit on the number of simultaneous users of the system.			
IT11	Map display	For land-based/property-based applications, the City requires that the application have the capability to display selected records on a map. The City licenses products of ESRI for mapping functionality.			
IT12	Document Links	The applications must provide a means for linking records within the application database to scanned images, image files, and other files (ex. Word documents or Excel spreadsheets).			
IT13	Archive Management	The system must provide an archive capability to selectively move older records to a separate data store			

* "Vendor Response" Key: **F** = Fully provided "out-of the box"
                                       CO = Supported with appropriate configuration (no changes to underlying standard software code required)
                                       R = Provided using spreadsheet download and/or the ad hoc reporting tools
                                       CU = Custom development to underlying code is required. Provide estimated cost of modification in Comments column
                                       TP = Third party software required. Identify required third party software in Comments column
                                       NA = Not available

IT – Information Technology

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		to allow the management of database file sizes. The system should also provide capability for the orderly purging of old records which are no longer required.			
IT14	Ad Hoc Inquiry Tool	The system shall provide a facility for end users (with appropriate training) to made ad hoc inquiry of the database to select, sort, subtotal, and print data for ad hoc analysis. The system shall provide a facility for users to create queries which they can save on the system for repetitive use in the future. Such queries shall be sharable with other system users. The Ad Hoc query tool should allow for the saving of the result of a query, which can then itself be queried upon by the Ad Hoc Inquiry tool.			
IT15	Spreadsheet Download	The system shall provide a facility for end users to select data records from the database for import into excel spreadsheets on an ad hoc basis.			
IT16	Spreadsheet Upload	The system shall provide facilities for loading data to the application database from excel spreadsheets for certain applications such as for example: journal entries for posting to the GL; new rate tables for water/sewer rates; new wage/salary rates for employees in the payroll system.			
IT17	Record Locking	The system shall not lock data records for "inquiry-			

* "Vendor Response" Key: **F** = Fully provided "out-of the box"
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IT – Information Technology

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		only" type processes. In the event a process is paused waiting for the unlocking of a record, the system shall provide the user-id which has locked record to the initiator of the paused process.			

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CH – Chart of Accounts

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
CH1	Account number structure	Allow 5 segment fixed-length account numbers with both numbers, letters, and leading zeros with a total of 25 characters. The five segments and the fixed-length of each are: Fund 3 Department 4 Account 5 Project 5 Program 5 Source 3			
CH2	Account creation	To establish the chart of accounts, the user shall specify the character strings that are valid for each of the account segments. System shall NOT require the explicit creation by the user of each valid 25 digit GL account. Instead, valid account 25 digit GL accounts are created by the system "on-the-fly" by the user attempting the use of a combination of valid account segments in a transaction. The user shall be "warned" by the system that he is about to create a new 25 digit GL account.			
CH3	Rules for segment combination restrictions	The system shall support the creation of "rules" for valid combinations of account segments. (e. g. 0110 as the department segment is valid only with			

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CH – Chart of Accounts

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		101 as the fund segment.) The system shall prevent the creation of 25 digit GL accounts which are inconsistent with these rules.			
CH4	All modules to utilize a common GL Chart of Accounts system	All software systems or modules (e.g. Accounts Payable, Budget, Payroll, Inventory, Purchasing) shall utilize a common Chart of Account system for GL account validation.			

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GL – General Ledger

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment

GL1	Automatic inter-fund balancing for JEs	Accept entry of JEs which are unbalanced by fund. System shall automatically make entries which put the JE in balance by fund using "due to" accounts in a "pivot" fund, and "due from pivot fund" in the transaction fund. (We call the "pivot" fund the "Investment Fund".) The Investment Fund has asset accounts representing all city cash and investment accounts, and a set of "Due to other fund" liability accounts representing ownership of the consolidated cash/investment balances.) For example, the following JE could be entered by an accountant and accepted by the system:
		
		                                                    Debit Credit
		Transfer to Sanitation Fund (in General Fund) 1,500
		Transfer from General Fund (in Sanitation Fund) 1,500
		
		Upon posting, the system would automatically create and add to the JE the following lines putting it in balance by fund:
		                                                    Debit Credit
		Due from Investment Fund (in General Fund) 1,500
		Due from Investment Fund (in Sanitation Fund) 1,500
		Due to General Fund (in Investment Fund) 1,500
		Due to Sanitation fund (in Investment Fund) 1,500			

GL2	Automatic inter-fund balancing for other type batches	Do the same inter-fund balancing described above for all batch types posted to the GL which are imported from the other modules (e.g AP, PR, PO, etc) , even non-JE batches.			
GL3	All GL transactions batched	All transactions to the GL shall be controlled and posted in "batches". No "real time" entries are to be posted to the GL. The inter-fund balancing entries described above will be created when the batch is "posted" to the GL.			

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GL – General Ledger

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
GL4	Posting in "summary" and "detail" user controlled	The system shall provide a means for the user to specify whether a batch is posted to the GL in "detail" (i.e. a separate GL transaction is created for each transaction in the batch), or in "summary" (i.e. a single summary transaction created for each account cited in the batch for that account's net total). For transactions posted in "summary", the system shall provide a means to determine the detailed transactions that where included in the summary entry and allow the user to "prove" that the summary GL entry agrees with the detailed transactions.			
GL5	Keep separate account balances for "budget", "encumbrance" and "actual" transactions	Provide a means to distinguish between "budget" transactions, "encumbrance" transactions, and "actual" transactions. Maintain different balances for each account for each transaction type.			
GL6	Original budget posting	Provide a means for the system to "post" the new year's budget to the general ledger from the budget preparation module without manual keying of the budget.			
GL7	Project ledger independent of GL	The system shall maintain a "project ledger" which is separate from the general ledger to which transactions which cite a project number in the project segment of the account number are posted. This project ledger should work on a project-life-to-date basis (i.e. it does not close with each fiscal year).			

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GL – General Ledger

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		The system shall provide the ability for the associate additional data fields with a project such as project location, project description, project contractor identity, project manger identity, project status information.			
GL7.5	Special Program ledger independent of GL	The system shall maintain a "special program ledger" which is separate from the general ledger to which transactions which cite an optional "special program number", which is entirely independent of the GL account, are posted. This special project ledger should work on a special-program-life-to-date basis (i.e. it does not close with each fiscal year), however the user shall have the ability to close-out balances of specific special program at will.			
GL8	Transaction import	Provide a means to import transactions from non-vendor supplied systems (including Excel spreadsheets) for posting to the general ledger. Such method shall not have arbitrary small limits as to the limber of transactions that can be imported.			
GL9	Periodic JEs	The system shall provides a means for the creation and management of "Periodic Journal Entries" (i.e. JEs that are posted repetitively on a monthly basis).			
GL10	Transaction Inquiry	Provide for on-line inquiry to display balance of account(s), and individual transactions posted to account(s):

a. Allow for specification of several accounts to be | | | |

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GL – General Ledger

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		simultaneously included in the inquiry b. Allow for a selection "mask" to specify accounts to be included in the inquiry c. Show a summary of transactions by month d. Show a summary of transactions by transaction code e. Allow user to specify detail transactions to be displayed to be restricted to a specified month and/or transaction code for the selected accounts f. Allow user to click on transaction detail to "drill" down to originating cash receipt, invoice, purchase order, JE, etc. detail. g. Allow user to specify that inquiry will, or will not, include un-posted GL transactions in process. Provide a similar inquiry capability for the project ledger that provides life-to-date balances and transactions.			
GL11	Allow reports to be comparative	Provide a report writing tool that has capability to show comparative account balances for multiple fiscal years and fiscal periods.			
GL12	Allow multiple fiscal years	Allow different funds to operate on different fiscal years.			
GL13	NO monthly close	Do NOT require closing entries for monthly periods.			
GL14	Prior periods stay open	Allow posting of entries to prior months and future months. Allow posting of entries to prior years and future years.			

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GL – General Ledger

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		System shall allow the turning-on or turning-off of the ability of the system to accept transactions for fiscal periods specified by the user with appropriate security.			
GL15	Automated year-end closing entries.	Provide for system generation of year-end closing entries which zero out all revenue and expense/expenditure accounts to a designated fund equity account on request by user. Allow the designation of funds for which closing entries are to be created. (i.e. no requirement that every fund be closed simultaneously)			
GL16	Allow entries after a close.	Allow that additional entries can be posted to a period after closing entries have been prepared and posted. (Of course, in such event a subsequent generation of closing entries would be required.)			
GL17	Allow multiple balance forward calculations.	Allow that beginning balances for a new year be rolled forward from ending balances for previous year multiple times (to handle event of multiple closings).			
GL18	Provide for more Fiscal Periods than just the 12 standard months	Allow user to establish at least 14 fiscal periods per year. Current practice is to use periods 1 -12 for the standard monthly periods; period 13 is used exclusively for JEs required to convert budgetary accounting to GAAP basis for audited financial statements; and period 14 is used exclusively for "closing entries".			
GL19	Flexible budget validation checking	Provide for flexible budget validation options for checking for sufficient remaining unencumbered budget balances upon entry of requisitions, purchase orders, and invoices. System should provide options for:			

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GL – General Ledger

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		• Turning-off validation checking altogether or for certain departments or accounts • Selection of warning message only vs requiring override approval • Combing several accounts for validation purposes (e.g. consider all commodity accounts in a department in aggregate) • Flexible allotment procedure for budgets (e.g. monthly allotments vs quarterly allotment vs annual total).			

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AP – Accounts Payable

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
AP1	Check for Duplicate Invoices	Provide a validation to determine if a newly entered invoice number has already been entered for the vendor and provide an error message to alerting the user to possibility of a duplicate payment.			
AP2	Write single check to vendor for all invoices; provide override capability	When a vendor is to receive payment for many invoices, the system shall prepare a single consolidated check. Such checks may have several Funds involved. However the user shall have the ability to code a particular invoice as requiring a separate check for that invoice only.			
AP3	Flexibility for invoice selection for payment	Provide flexible means for selecting which invoices that have been entered into the system are to be paid. Selection by invoice due date shall be supported. Selection by special "grouping code" shall be supported. Allow for easy production of checks for a few claims to accommodate the inevitable need to fulfill quick, off-schedule payment requirements.			
AP4	Recurring payments	Support the management of recurring periodic payments (e.g. facility rent).			
AP5	System shall support future IRS Withholding for vendors	Support IRS tax withholding as currently scheduled to go into effect for good and service payments by certain large governments			

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AP – Accounts Payable

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
AP6	Integration with Purchasing Module	AP system shall be integrated with the purchase order system, so that a PO number can be nominated for an invoice to the entered, and the vendor and accounting information will be populated in the invoice entry using data from the PO record. The system will maintain an association between the invoice and the PO. The system shall automatically create GL entries to reverse PO encumbrances for invoiced items. System will allow partial payments of POs. Operator may be required to indicate if an invoice payment will close a PO.			
AP7	System will provide support for 1099 reporting	Support the identification of certain vendors as 1099 vendors, maintain IRS identification numbers, prepare 1099 forms (support printing 1099 on blank paper), and prepare computer files for reporting to the IRS.			
AP8	Additions of new Vendors on the fly	Provide for a means to efficiently add new vendors.			
AP9	Support multiple vendor remit-to addresses	Allow multiple remit-to addresses for vendors.			
AP10	Allow consolidation of multiple Vendors to a single Vendor	Inevitably the same vendor may inadvertently be re-created more than once in the vendor file. Provide a means to consolidate multiple vender to a single vendor			

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AP – Accounts Payable

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		to help manage this situation.			
AP11	Batch processing	Allow the management of invoice entry in "batches" to facilitate the balancing of invoice entry to original documentation, and to facilitate the management of the posting of transactions to the GL.			
AP12	Import invoice transactions	Provide a facility to import invoices and vendors from non-AP modules and spreadsheets (to set-up refunds for example).			
AP13	Support ACH Payment of Vendors	Provide facility for an election by individual vendors to receive their payments via ACH. Support the creation of ACH files suitable for transmission to the banking system to pay vendors that are set up to receive payments via ACH.			
AP14	Support Positive Pay	Support the anti-fraud measure sometime known as "positive pay" system. Under this system a file of checks written is provided to the City's bank in the bank specified format; the bank then rejects any item presented for payment which was not included in the file.			
AP15	Support Wire Transfer Vendor	Provide a facility for the recording of payments to vendors which were made via wire transfer.			
AP16	Accounts Payable Offset Entry by Fund	The system shall create an entry to "accounts-payable" accounts for invoices entered on a fund-by-fund basis. For example, invoices charged to accounts in fund 101 will be offset with a credit to account-payable in fund			

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AP – Accounts Payable

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		101; and invoices changed to accounts in fund 521 will be offset by a credit to accounts-payable in fund 521.			
AP17	Accept Accounts Payable from Various Accounts Receivable Systems for payment of Refunds	The system shall provide a facility to allow the interface with various accounts-receivable systems to accept payee information (that will become an "AP vendor"), claim amount information, and reference information in batches for the automated processing of refunds.			
AP18	Support "Purchasing Card" transaction processing	A "Purchasing Card" is a series of credit cards provided by a bank to the City which are issued to selected City employees who are authorized to use them to make purchases with vendors. A single monthly payment is made to the credit card bank to pay for all the purchase made using the purchasing cards. The system shall provide a facility that allows the processing of the single monthly payment to a purchasing card bank, but allows the City to assign the payment to the actual underlying vendors with whom the purchasing card transactions were made. System shall provide a means to import purchasing card transaction information from a file provided by the purchasing card bank.			

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PR – Payroll

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
PR1	Integrated Position Control	Provide a position management and authorization system (i.e. Position Control) that is shared between the Budgeting module, the PR module, and the HR module. (see Budget module for more requirements for Position Control)			
PR2	Multiple pay cycles	Support multiple pay cycles including weekly, bi-weekly, and monthly.			
PR3	Remote Time Entry and Automated Time Entry Interface	Support the entry of time and leave at multiple remote locations throughout the City, but provide security so that data integrity of the PR system is maintained.

Provide means to manage the remote entry of time/leave so that each responsible time/leave entry clerk can monitor, balance, and close-out their own individual time/leave batches.

Support the future addition of an automated "time card" system for selected groups of employees | | | |
PR4	Maintain employee history	Maintain history of employee actions including promotions, pay changes, transfers, terminations, retirement, leave-without-pay, use of workers compensation benefits.			
PR5	Table driven pay codes	Allow for the creation by the user of an unlimited number of pay codes for different pay types which will control how the pay is calculated based on City business rules, the account in the GL where it is charged, and how it is listed on the pay-stub.			
PR6	Table driven	Allow for the creation by the user of an unlimited number of			

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PR – Payroll

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
	deduction codes	deduction codes for different deduction types which will control how the deduction is calculated based on City business rules or where applicable government regulations, the account in the GL where it is credited, and how it is listed on the pay-stub.			
PR7	Flexible pay range and step tables	Allow for flexible creation of range-step table to control employee pay rates. Separate range-step table can be specified for different employee classes. For example, the range-step table for police may be different from the range-step table for fire fighters, which may be different from the range-step table for sanitation workers.			
PR8	Flexible mass pay rate change implementation	Provide flexible means to implement mass pay changes. For example the range-step table may be modified to change the pay rate associated with each range-step; or it may be specified that all employees will receive an x step increase; or step increases may be loaded for individual employees from an excel spreadsheet; or lump sum amounts may be loaded for individual employees from an excel spreadsheet.			
PR9	Global deduction changes	Global changes in the calculation of deductions can be implemented by changing the deduction code table without the need for individual entries in each employee's master files. (To implement a change in the deduction rate for health insurance for example.)			
PR10	Leave Accounting	Provide a leave accounting system to track the earning of leave by category, the use of leave by leave category, and the balance of leave by leave category.			

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PR – Payroll

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		Leave shall be earned by formula that is be driven by the employee's "leave accrual date". Leave may also be earned by a specific time-entry (e.g. compensatory time) Leave use shall be entered as part of the time entry process. It shall be possible to associate specific dates with leave usage. The system shall provide for an unlimited number of different leave categories. Leave earnings, use, and balances shall be printed on the pay-stub. The system shall provide a leave approval system where in employees may request leave and have its approval documented in a work-flow type system.			
PR11	Certain Life-to-Date Deduction Balances Maintained	Maintain Life-to-Date balances for certain deductions such as pre-tax and post-tax deductions for City pension plan.			
PR12	Multiple employers	The City provides payroll processing services for other employers. The system must provide a means to process payrolls for other employers and maintain tax withholdings separately from the City and produce annual W2s and quarterly Form 941 information for separate employer IDs.			
PR13	Separate Pension "Payroll" Function	The City processes its own pension and beneficiary payments as a payroll type function. The system must provide a means to process pension benefit payments and pension beneficiary			

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PR – Payroll

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		payments separately from the City's regular payroll function. The pension PR system must produce annual "1099R" forms for printing and electronic submission to the IRS			
PR14	GL Interface	The PR system shall prepare a GL entry for each pay cycle processed that can be posted to the GL in summary. The system shall provide a means to determine the employee by employee amount of each summarized entry for any pay cycle.			
PR15	Direct Deposit	Support direct deposit system and create the ACH file for each pay cycle in the format prescribed by the banking industry. An employee may have multiple banks.			
PR16	Support Positive Pay	Support the anti-fraud measure sometime known as "positive pay" system. Under this system a file of PR checks written is provided to the City's bank in the bank specified format; the bank then rejects any item presented for payment which was not included in the file.			
PR17	Provide an internet based facility for employees to view current and past Pay-stubs	The system shall provide a facility which stores historical pay-stub information which can then be accessed and viewed by the employees (with appropriate security) through the internet.			

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PO – Purchasing

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
PO0	Purchasing Workflow	Workflow for purchasing shall be provided where requisitions can be automatically routed to managers for approval; then routed to Purchasing Director for subsequent assignment and routing to buyers.			
PO1	Requisition Entry and Management	Provide for remote entry of Requisitions for the purchase of equipment, materials and supplies by user departments. Provide the ability of the purchasing manager to assign requisitions that have been entered in to the system to specific individual buyers within the purchasing department who will then be responsible for filling the requisition.			
PO2	REQ and PO activity to be time stamped	Maintain time stamped field that tracks the date of entry of a requisition, and a field that tracts the date of PO issuance for filling that requisition. This is needed to allow the preparation of a report that summaries the time required to issue a PO. PO and REQs should also have fields that allow them to be classified as "confirming" (i.e. item was field purchased by user department) and "non-confirming" (i.e. the Purchasing Department needs to complete procurement). POs and REQs shall also have a field to classify the procurement as being under a existing contract or not being associated with a contract (i.e. non-contract).			
PO3	Contract Database	Maintain a database of "Purchase Contracts Awarded" by the City with fields for vendor, date of award, term of contract,			

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PO – Purchasing

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		date of contract expiration, total estimated contract value, and general description of items covered by contract, specific POs issued against the contract, and specific payment/invoices made against the contract. System shall provide access to invoice images attached in invoice records associated with the contract. POs may cite a contract, but the citing of a contract by a PO is not required. A record of POs issued under each contract shall be maintained by the system. System shall notify Purchasing manager as contract near their expiration dates. System shall also maintain insurance information associated with contracts and insurance expiration dates. System shall notify Purchasing manager as insurance expiration dates approach.			
PO4	Flexible POs Issuance	POs may be created from previously entered REQs on a line by line basis – than is one REQ may lead to the issuance of many separate POs; or several REQs may be consolidated into a single PO. Also PO can be created and issued without the need for the prior entry of a REQ. Accounting of POs may involve multiple Fund entities.			
PO5	Electronic PO	Allow for to delivery of POs to vendors via fax or E-mail based			

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PO – Purchasing

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
	Delivery	using delivery data maintained in the Vendor File.			
PO6	PO Database	A database of POs issued shall be maintained with data on the original value of the PO, payments made against the PO, the current encumbered balance of the PO, Change Orders made to the PO, the specific lines items on the PO with information on the quantity, unit price, and description of each; and accounting information on the providing the GL accounts charged by the PO and the current amount paid and the current encumbered balance for each account. PO lines that originated from a REQ shall have a reference to the REQ. PO lines that are associated with a Contract shall have a reference to the Contract.			
PO7	Access to Contract File to be used to start entry of REQ	Allow using departments to view the available active contracts, and start the entry of a REQ by selecting an appropriate contract.			
PO8	On-line receiving	Provide the ability for using departments to remotely acknowledge receipt of goods/services in order to authorize the payment of an invoice.			
PO9	Bid Classification Coding	Provide the ability to classify bids for analysis as to type of purchasing procedure (e.g. RFP, Formal Bid, Telephone Quote), and as to type of service/commodity (e.g. Constriction, Professional Service, General Service, Commodity).			

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                                                  TP = Third party software required. Identify required third party software in Comments column
                                                  NA = Not available

PO – Purchasing

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
PO10	M/WBE Vendor Coding	Vendors shall have a coding mechanism to allow them to be identified as minority owned, women owned, or locally based.			
PO11	On-line Vendor Registration	Provide the ability for vendors to self register with the City Purchasing Department on-line and utilize NIGP commodity codes to indicate the services and commodities types for which they wish to receive bid notifications. The on-line vendor file shall be separate from the vendor file used by the AP system for check writing. The system shall support a periodic automated message to vendors notifying then of the need to revalidate their registration; and support the automated purging of vendors with no activity that have not re-registered.			
PO12	On-line Bid Notices and notification of bid opportunities	Provide the ability to "post" bid invitations including full specifications for bids, quotes and RFPs on-line. The system shall have the ability to automatically send FAX or e-mail notifications to registered venders with commodity codes that match the bid/quote/RFP invitation. The means of vendor notification shall be controlled by options set in the vendor's individual registration record.			
PO13	Vendor bid invitation response tracking	Track each occasion that a vendor was notified of a bid opportunity and each occasion that it responded to a bid invitation. Ability to purge vendors that never respond to bid invitations. System shall also identify vendors with e-mail, or FAX contact information which results in a "bounce-back" of bid invitations			

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PO – Purchasing

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		due to incorrect contact information. These vendors may be flagged for purging.			
PO14	On-line receipt of bids	The system shall provide the ability to securely receive bids and RFP responses form vendors on-line, and shall provide the ability to tabulate the bid results automatically.			
PO15	Vendor Performance Tracking	Provide a means for tracking vendor performance quality and timeliness for each bid award it is received.			
PO16	Vendor Preference Criteria included in Bid Tabulation Results	Provide the ability to code special bid evaluation criteria based on percentage preferences for being a "locally based" vendor; or being a minority-owned vendor, which preferences will be reflected in automatically prepared bid tabulations.			
PO17	Small Purchases- "Agency Purchase Orders"	In Savannah operating department managers are authorized to effect small purchases up to a locally defined amount. These purchases are documented by the department's preparation of a form known locally as an "Agency Purchase Order". The system shall provide a mechanism to allow operating departments to enter information on such Agency Purchase Orders against which invoices can be matched.			
PO18	Data Base for Capture of Sub-contract Information	The system shall provide a mechanism to enter information on payments made by City contractors to their sub-contractors, and provide a reporting tool that will permit the summarization of such data.			

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BP- Budget Preparation

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
	Budget Forecasting Functions:				
BP1	Expense and Revenue Forecasting for current year and for multi-year	Ability to compute a forecasts for each line item for current year actual based on YTD and/or current budget utilizing system provided forecast formula options or user- defined forecast formula which may be based on historical trends, percentages, seasonal YTD percent of prior year actual, or other specified parameters. Ability to compute a five-year forecast for each line-item based on recent historical actuals and current year forecast, utilizing system provided forecast formula options or user-defined forecast formula as described above. System should allow user to specify forecast methodology to be used for broad "families" of accounts without having to specified each account individually (e.g. all full-time-salary expense accounts will be increased by x% annually; all electric utility accounts will be increased y% annually). Provide for user to override the system computed current year or multi-year forecasts for user selected expense and revenue accounts.			
BP2	Comparative Reports and graphs	Ability to provide multi-year comparative reports which may show as much as 5 years of historical actuals, and 5 years of future forecasts, plus the current year.			

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BP- Budget Preparation

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		Ability to present historical actuals and/or future forecasts together in graphical form. (e.g. show a trend line graph for all fringe benefit accounts in the General Fund comparing last five years actuals, the current year forecast, and next five years' forecast.)			
BP3	Roll-up flexibility for reporting	Ability to allow users to select level of detail for a reports – that is allow user to specify that report should show each individual line item detail, or roll-up to and show only the object of expenses sub totals, or roll-up object of expense sub-totals to and show only departmental sub totals, or roll departmental subtotals to and show only bureau subtotals.			
	Operating Budget Development Functions:				
BP4	Use of Budget Cycles	In the specifications that follow it is anticipated that the budget preparation system will allow the creation of many budget "cycles" or budget versions in the course of developing a total operating budget for the City for a new year. One budget cycle might be the Budget Department's forecast for the up coming year; another cycle may be comprised of the departmental base budget requests; another cycle might be the "service improvement budget requests from user departments; another cycle might to the City Manager's recommended budget as submitted to the City Council; other cycle may be the Final Adopted Budget.			

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BP- Budget Preparation

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		The system should allow for the flexible creation and management of many budget cycles.			
BP5	Flexible Initiation of Operating Budget Cycle	Ability to create an initial version of a new year's operating budget using any of the following: current year's original budget, current year's revised budget, previous year's budget, previous year's actual, current year's budget or actual plus/minus a percentage, previous year's budget or actual plus/minus a percentage, current years forecasts plus/or minus a percentage.			
BP6	Ability to budget at higher level than detailed chart of accounts	Ability to budget at a higher level than the detailed chart of accounts (e.g. ability to create a budget allowance for all commodities for Department X that will then be shared by all the commodity expense accounts in Department X).			
BP7	User Friendly User Department Budget Request Entry	Ability to provide user friendly electronic "worksheets" to user departments to be used by the user departments to enter budget request and justifications. Provide for the ability of user departments to make "base" budget requests separately from "service improvement" requests. Provided for user departments the option of including multi-line text for justification of budget requests. Provide for free access to the departments' budget			

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BP- Budget Preparation

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		"worksheet" for review and modification by the department until such point as the worksheet is deemed "submitted" by the department, at which point the department's access will be "read-only".			
BP8	Flexible Creation of New Budget Cycles	Provide ability to create new budget "cycles" flexibly by for example import of a budget forecast, or import of the departmental worksheets, or by combining two or more existing budget cycles, or by simply "cloning" an existing cycle to use as a new starting point.			
BP9	Salary Budget Creation	Provide ability to create budgets for base wages and salaries based on the "position control" system and current actual position occupants of positions.			
	Performance Measures Functions:				
BP10	Performance Measures	Allow user departments to define service effort and accomplishment metrics for service levels, workload measures, efficiency measures, and effectiveness measures; and enter actual and forecasted data for such metrics. System shall provide for storing, and reporting such performance data linked to department budget and actual expense data.			
	Operating Budget Document Publishing functions:				
BP11	Preparation of Publishable Quality Budget Document pages	Ability to provide document publishing features including producing publishable final budget document pages, budget reports, and related documents in PDF format.			

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BP- Budget Preparation

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		Ability to incorporate desktop publishing capabilities, i.e. flexibility in formatting, object placement, page layout. Allow concurrent users to the budget document publishing tools so that many analysts may work on different parts of the document simultaneously.			
BP12	Preparation of Editable "Department Pages" for Budget Document.	Provide assistance in the creation of the published Budget Document. We envision that the system will produce the "departmental pages" for insertion into an budget document. The departmental pages should include: • Narrative material for describing departments' services, goals and objectives, and budget high lights • tabular data showing historical and projected work load measures, efficiency measures and effectiveness measures; • tabular data showing historical actual expenses, current forecast, and next year budgeted expenses; • tabular data showing historical, current, and proposed position classes FTEs; The pages produced should be should be editable by Budget Department members and allow for the addition of graphs, footnotes, clip art, insertion of spreadsheets.			

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BP- Budget Preparation

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		The pages produced should be based on the amounts in a nominated budget cycle and would effect all current budget estimates in that cycle.			
BP13	Charts and Graphs	Allow the specification of charts and graphs of historical and forecasted data within the budget system. As any underlying data for a chart or graph changes, the chart or graph will be updated automatically. Provide for the placement of such charts and graph within budget reports.			
BP14	Non-budgetary information in Budget Document	Ability to incorporate non-budget information into the budget document such as the glossary, appendix, table of contents, organizational charts, etc.			
Capital Asset Forecasting Tools:					
BP15	Capital Asset Information System	Provide a Capital Asset Information system which will provide information which can be used to make forecasts for capital needs. The following type of information should be maintained for each capital asset: • Capital asset description and identification • Infrastructure type • Year of initial installation • Historical cost • Accumulated Depreciation and Book Value			

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BP- Budget Preparation

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		• Accounting information on where in GL asset is capitalized and depreciation related accounts • Physical location of asset • Information on asset betterments and historical costs • Expected life of asset and forecasted year that asset will need replacement/reconstruction • Information on current condition of asset			
Capital Budget Development Functions:					
BP16	Capital Budget Electronic Worksheets	Ability to provide electronic worksheets to departments for making multi-year capital budget requests.			
BP17	Proposed Capital Project Information	Capital budget requests for proposed projects should allow for the following data elements: • Project name and description • Project number • Project location (than can be used for mapping) • Information in project phasing and time schedule • Requested year(s) for project • Project funding requirements by year • Sponsoring department • Project classification type • Project justification information • Projected impact on annual operating budget			

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BP- Budget Preparation

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		• Information on prior year capital allocations made for project • Information on funding sources and amounts form each source • Information on project priority as established by sponsoring department; established by Budget Department • Project scoring based on user defined criteria			
BP18	Allow mid-year project submissions or adjustments	Allow that new projects or existing projects be proposed/modified through-out the year outside of normal budget preparation cycle.			
BP19	Ability to analyze project requests and Flag projects for funding	Ability to report on proposed capital projects by: • Asset type • Sponsoring department • Sponsoring departmental priority • Project scoring • Funding year • Funding Sources • Geographic location Ability to "flag" proposed projects as selected for inclusion in the Recommended Capital Budget.			
BP20	Project location mapping	Ability to show project locations on a map.			
BP21	Maintain history of all requested projects	Ability to retain history of project requests including those not funded.			

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BP- Budget Preparation

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
BP22	Integration with Project Ledger of GL System	Provide integration of Capital Budget Preparation system with the GL Project Accounting system so that the systems share information and duplication of data entry is avoided. Provide a means to post approved capital budgets to the General Ledger.			
Capital Budget Document Publishing Functions:					
BP23	Capital Budget Publishing Tools	Same or similar document publishing tools provided for Operating Budget shall also be available for the Capital Budget.			
Capital Project Monitoring and Management:					
BP24	Addition data elements for approved projects	Allow user to add additional data elements to capital projects which have been approved for funding and are moved into execution phase such as: • Name of design consultant(s) • Information on design consultant(s) contracts (eg value and approval date) • Name of construction contractor(s) • Information on construction contractor(s) contracts (e.g. value and approval date) • Name of Project Manager • Information on current project status • Information on schedule and projected completion date • Project trouble flags to highlight areas on concern			

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BP- Budget Preparation

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		Provide for continual updating of project information by managing departments			
BP25	Capital Project Reporting	Ability to prepare reports on the progress of individual capital projects to show a comparison of actual to plan that includes: • Percent of project completed • Percent of project budget expended (tied to the general ledger) • Progress on key project milestones (tied to the plan document) • Contract status information • Revenue and expenditure activity (tied to the general ledger) • Triggers to identify cost overruns • Triggers to identify lack of progress on milestones			
Position Control System Functions:					
BP26	Integrated Position Control for BP, PR and HR	An integrated Position Control system shall be provided that ties Budget Preparation, Human Resource, and Payroll functions together and works from a common database of authorized positions.			
BP27	Position Control File Data	The following data elements should be associated with each position: • FTE equivalent • Position type (e.g. full time, part-time, permanent, temporary, interim, seasonal)			

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BP- Budget Preparation

Item #	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
		• Assigned Department • Identity of Incumbent (or Vacant in unoccupied) – provides link to PR and HR data • Permanent Classification • Current Classification (to allow for temporary position upgrades or downgrades) • Salary of current incumbent (or starting salary for current classification, if vacant) • Salary used for developing current adopted budget • Free form comments or notes			
BP28	Maintain Position Control History	Maintain a history of Position Control file changes so that the status of the Position Control file at past points of time can be determined. Ability to make comparison of current position control authorized positions with position control authorized positions at specified dates in the past. (e,g, document the growth in the number of Police Officers in past 5 years.)			
BP29	"What if" modeling	Ability to perform what-ifs functions, such as what if the COLA is 2% or 2.25%.			

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BP- Budget Preparation

Item Number	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
HR1	Employee Demographic Data Maintenance and Reporting	Flexibility to allow user to create specific new fields in the employee master record to track user specified data. Employee records should be designed to track and allow ad hoc reporting by end-users on the following types of employee data: • special skills, licenses, certifications • track items that have been assigned to an employee (keys, cell phones, etc.) • record and track discipline and appeals • tracking of gym memberships			
HR2	Performance Evaluation Management	Ability to record and manage performance evaluations including the ability for supervisors to record employee evaluations on-line.			
HR3	Separation Tracking and Management	Ability to record and track separation information to include separation process checklist. Ability to administer an on-line exit survey for separating employees.			
HR4	Online benefit administration and enrollment	Ability for on-line enrollment for benefits; selection of benefit options where appropriate (e.g. family vs two-person vs single medical coverage); maintain information on beneficiaries (and allow for different beneficiaries for different benefits). Automatically update Payroll deduction information based on benefits selected.			

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Item Number	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
HR5	Employee on-line self-service	Provide ability for employees to securely access their pay and HR records to verify (and in some cases update) certain data fields specified by the City such as: • Address and personal phone numbers • Emergency contacts • Benefit beneficiaries • YTD and prior year pay and deduction data • Print replacement Form-W2 • Tax withholding data • Leave balance, earning, usage data			
HR6	On-line Employment Application System	Provide on-line application system OR system needs to be able to import information from City's current on-line application system (NEOGOV) An online application system would include ability for applicants to fill out applications on-line, and submit resumes and cover letters on-line. Data from on-line applications will be transferable to the HR and Payroll systems with out redundant keying for applicants selected for employment.			
HR7	Training management	Provide ability for training administrative functions to include on-line registration, maintenance of training records, room reservations, class evaluations, and charge backs to departments.			

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Item Number	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
HR8	Maintain employee history	Maintain history for selected data elements in employee record for items such as pay history, position history, benefit changes, and discipline/commendations.			
HR9	Ad hoc reporting	Provide ad hoc reporting tool that will allow end-users to select, sort, and sub-total data from the employee data base and print reports or download to spreadsheet.			
HR10	Reports required by employment laws	Provide ability to retrieve statistical information for reports required by employment laws: EEO, FLSA, FMLA, demographics.			
HR11	Work flow	Ability to accommodate workflow approvals (by "role" as opposed to specific individuals) of various human resources related processes and documents such as: • leave approval process • new hire process • termination process • promotion process • new position creation process • position transfer process • employee transfer process • combination employee/position transfer process • employee grievance process			
HR12	Fully integrated Position Control System between HR, PR and BP systems	A Position Control system shall be provided which is integrated between the Human Resources, Payroll and Budget Preparation system.			

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BP- Budget Preparation

Item Number	Short name	Details	Vendor Response*	Modules and Sub-modules Required	Vendor Comment
HR13	Salary cost projection tools	Ability to prepare what-if budget projections for salary costs based on specified percentage changes in the pay-table, and/or specified changes in the allocation of positions to different pay-grades			
HR14	On-line personnel directory	System shall maintain an on-line personnel directory that is automatically updated with personnel changes to the data base showing name, position, location, office phone, picture, and/or other user selected data.			
HR15	Online organizational chart	System shall provide the ability to display and print prepare organizational charts			
HR16	Employee ID Badges	Ability to create employee ID badges with photograph			

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Attachment 4
Required City Documents to be included in RFP Response

Proposal Form

I have read and understand the requirements of the request for proposal RFP 08-200 and hereby submit my response thereto. I hereby agree to provide the software and services in accordance with the requirements of RFP #08-200 with exceptions explicitly noted in my response to RFP 08-200. The proposed fees shall include all labor, material and equipment to provide the software and services as outlined including any travel or per diem expenses and any other miscellaneous expense involved.

SUBMITTED BY: _____

PROPOSER: _____

SIGNATURE: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ZIP_____

TELEPHONE: (_____)_____

FAX: (_____)_____

E-MAIL ADDRESS: _____

INDICATE MINORITY OWNERSHIP STATUS OF PROPOSER:
CHECK ONE:

_____ **NON-MINORITY OWNED**	_____ **ASIAN AMERICAN**
_____ **AFRICAN AMERICAN**	_____ **AMERICAN INDIAN**
_____ **HISPANIC**	_____ **OTHER MINORITY**
	Describe_____
_____ **WOMAN** (non-minority)	

NON-DISCRIMINATION STATEMENT

The proposer certifies that:

(1)   No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;

(2)   That it is and shall be the policy of this proposer to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;

(3)   In connection herewith, We acknowledge and warrant that this proposer has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this proposer;

(4)   That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5)   That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this proposer may hereafter obtain and;

(6)   That the failure of this proposer to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature	**Title**

PROPOSED SCHEDULE OF MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION

Name of Proposer: _____ RFP No. 08.200

Project Title: ERP Software and Implementation Services

Name of M/WBE Participant	Address	Type of Work Sub-Contracted	Subcontract Value	MBE/WBE Status
			$	
			$	
			$	
			$	
			$	

MBE Participation Value: _____ % $ _____
Women Participation Total Value: _____ % $ _____

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with the Mayor and Aldermen of the City of Savannah.

Joint Venture Disclosure
If the prime proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the Minority/Female joint venture firm.

Joint Venture Firms	Level of Work	Financial Participation

Signature: _____

Title: _____

Note: The Office of Minority and Woman Owned Business Development is available to identify qualified M/WBE's. Please contact the Office at (912) 651-3653. This form may be copied as needed.

CONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Savannah has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

_____
EEV / Basic Pilot Program* User Identification Number

BY:

_____   _____
Contractor Name   Date

_____   _____
Signature of Authorized Officer or Agent   Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent of Contractor

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

* * * * * * * * * *

By signing below, the Contractor certifies that their firm has less than 100 employees which makes them exempt from O.C.G.A. 13-10-91.

_____   _____
Contractor Name   Date

_____   _____
Signature Authorized Officer or Agent   Printed Name of Authorized Officer or Agent

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____, as Surety, are held firmly bound unto **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH,** as Obligee, in the sum of: _____

_____ DOLLARS ($_____), lawful money of the United States of America, for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents, SIGNED, SEALED AND DATED this _____ day of _____, 200___ .

WHEREAS, Principal is herewith submitting its Proposal to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH,** a municipal corporation of the State of   Georgia,   for the_____

_____.

The condition of this obligation is such that if the Principal shall permit said Proposal to remain in full force and effect for a period of sixty (60) calendar days following the opening of the bids for such work, and if within said period the Principal shall, within ten (10) days after receipt of contract documents, enter into a contract and furnish a Performance Bond and Payment Bond in accordance with terms of said Proposal then this obligation shall be null and void; but if the Principal shall fail to do any one or more of such things, this obligation shall be in force and effect, and the Principal and Surety shall promptly pay to the Obligee, as agreed liquidated damages, the full sum above stated.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 200___ .(Principal must indicate whether corporation, partnership or   individual.)

Witnessed:

_____

Principal   (Seal)

_____
BY: _____

_____
TITLE: _____
(If a corporation, a raised
    corporate seal must be
affixed)

_____
Surety

Attach Copy of Power of Attorney
BY:_____(SEAL)
    Its Attorney in Fact

BY:_____
_____
As to the Surety
Fact/Georgia Agent
Attorney   in

Attachment 5
Agreement Form and Performance & Payment Bond Forms

CONTRACT BOND
PAYMENT

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, (hereinafter called Principal), and _____,a surety company duly qualified and authorized under the laws of the State of Georgia to act as Surety on bonds (hereinafter called the Surety) are held and firmly bound unto **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation created and existing under the laws of the State of Georgia (hereinafter called the Owner) in the penal sum of _____Dollars ($) lawful money of the United States of America, to be paid to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH,** a municipal corporation as aforesaid, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 200 __, A.D.

NOW THEREFORE, the condition of this obligation is such that whereas the said PRINCIPAL _____ has entered into that certain contract with **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** for the _____, a copy of said contract being attached hereto and made a part hereof the same as if set forth fully herein.

NOW THEREFORE, if the above bonded Principal and the said SURETY, _____ _____, shall in all respects faithfully and fully perform the terms and conditions of the said contract on their part and shall pay to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH,** all costs, expenses, damages, and injuries sustained by said Owner by reason of any failure on the part of the said Principal to fully perform said contract and shall indemnify and save harmless the Owner from any and all liability of any nature, kind and character which may be incurred in the performance or fulfillment of such contract or other such liability resulting from negligence or otherwise on the part of such kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said contract, and further shall promptly make payments to all persons supplying the said Principal or any subcontractor labor, materials and supplies used directly or indirectly by said Principal or any subcontractors in the prosecution of the work provided for in said contract; then this obligation shall become null and void; else to remain in full force and effect.

Any failure or default on the part of the Principal in the payment of any lawful claim or any person supplying the said Principal or any subcontractor with labor, material and supplies used directly or indirectly as aforesaid in the prosecution of the work provided for in said contract, shall give such person a direct right of action against the Principal and Surety under this obligation; provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one year from the date on which final payment under the contract falls due.

It is further covenanted and agreed that any alterations or additions made under said contract or in the work to be performed thereunder or the granting of any extension of time for the performance of the contract or any other forbearance by or on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extensions, or forbearance is hereby expressly waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

IN WITNESS WHEREOF, the said _____, as Principal, has caused these presents to be executed by its proper offices and its corporate seal hereunto affixed, and the said , as Surety, has caused these presents to be signed in its name by its attorney in fact, under its corporate seal, this day of _____, 200__.

SIGNED, SEALED AND DELIVERED
In the presence of: _____(SEAL)
                                                                    PRINCIPAL

_____   BY: _____

_____   ATTEST: _____

As to the Principal

_____
Surety

BY: _____(SEAL)
Its Attorney in Fact

_____   BY: _____

As to the Surety   Attorney in Fact/Georgia Resident
Agent
(If a corporation, a raised corporate seal
must be affixed.)

CONTRACT BOND
PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, that we,_____, (hereinafter called Principal), and _____,a surety company duly qualified and authorized under the laws of the State of Georgia to act as Surety on bonds (hereinafter called the Surety) are held and firmly bound unto **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation created and existing under the laws of the State of Georgia (hereinafter called the Owner) in the penal sum of _____Dollars ($) lawful money of the United States of America, to be paid to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH,** a municipal corporation as aforesaid, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 200 __, A.D.

NOW THEREFORE, the condition of this obligation is such that whereas the said _PRINCIPAL _____ has entered into that certain contract with **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** for the _____ , a copy of said contract being attached hereto and made a part hereof the same as if set forth fully herein.

NOW THEREFORE, if the above bonded Principal and the said SURETY, _____ , shall in all respects faithfully and fully perform the terms and conditions of the said contract on their part and shall pay to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH,** all costs, expenses, damages, and injuries sustained by said Owner by reason of any failure on the part of the said Principal to fully perform said contract and shall indemnify and save harmless the Owner from any and all liability of any nature, kind and character which may be incurred in the performance or fulfillment of such contract or other such liability resulting from negligence or otherwise on the part of such kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said contract, and further shall promptly make payments to all persons supplying the said Principal or any subcontractor labor, materials and supplies used directly or indirectly by said Principal or any subcontractors in the prosecution of the work provided for in said contract; then this obligation shall become null and void; else to remain in full force and effect.

Any failure or default on the part of the Principal in the payment of any lawful claim or any person supplying the said Principal or any subcontractor with labor, material and supplies used directly or indirectly as aforesaid in the prosecution of the work provided for in said contract, shall give such person a direct right of action against the Principal and Surety under this obligation; provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one year from the date on which final payment under the contract falls due.

It is further covenanted and agreed that any alterations or additions made under said contract or in the work to be performed thereunder or the granting of any extension of time for the performance of the contract or any other forbearance by or on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extensions, or forbearance is hereby expressly waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

IN WITNESS WHEREOF, the said _____, as Principal, has caused these presents to be executed by its proper offices and its corporate seal hereunto affixed, and the said , as Surety, has caused these presents to be signed in its name by its attorney in fact, under its corporate seal, this day of _____, 200__.

SIGNED, SEALED AND DELIVERED
In the presence of: _____(SEAL)
                                                 PRINCIPAL

_____   BY: _____

_____   ATTEST: _____
As to the Principal

                                     _____
                                           Surety

                          BY: _____(SEAL)
                                   Its Attorney in Fact

_____   BY: _____
     As to the Surety   Attorney in Fact/Georgia Resident
                                        Agent
                    (If a corporation, a raised corporate seal
must be affixed.)

FORM OF AGREEMENT

City of Savannah

ERP Software and Implementation Services
Agreement
Contract No. 08.200

THIS ERP Software and Implementation Services Agreement ("Agreement") entered into as of this _____ day of _____, 2009, between the Mayor and Alderman of the City of Savannah, hereinafter referred to as the "**City**" and _____<mark>[Insert Contractor Name]</mark>_____, hereinafter referred to as the "**Contractor**" any one of which may be referred to as a '**Party**" and collectively referred to as the "**Parties**".

WHEREAS, the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the proposer most advantageous to the City; and

WHEREAS, all terms and conditions of the RFP # 08.200 and the Contractor's response thereto are hereby incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A.   "Acceptance" shall mean the approval, after Quality Assurance, of a Deliverable by the City Project Administrator as provided in Article 4.

B.   "Change Order" shall mean a document utilized to make changes or revisions in the Scope of Work.

C.   "City Project Administrator" shall mean the person designated by the City to be its point of contact for the Contractor for the administration of this Agreement.

D.   "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.

E.   "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.

F.   "Payment Bond" shall mean a surety bond which guarantees the Contractor's payment to all suppliers and subcontractors.

G.   "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.

H.   "Project Manager" shall mean a qualified person employed by the Contractor who shall be responsible for managing the Contractor's performance under the terms of this Agreement and who shall be the City's single point of contact for all matters related to this Agreement.

I.   "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

J.   "Scope of Work" shall mean Attachment A to this Agreement described in Article 2.

K.   "Services" means the product and services needed to fulfill the requirements of the Scope of Work.

ARTICLE 2 – SCOPE OF WORK

A.   Scope of Work. The Contractor shall perform the work as outlined in the Scope of Work, attached hereto as Attachment A and incorporated herein by reference. The Scope of Work shall include a description of all Deliverables to the City, a time schedule for delivery, and a fixed-price for each Deliverable.

B.   Performance Measures. Contractor shall perform the Services requited to complete the Scope of Work. In the event the Contractor fails to obtain the results described in Attachment A, the City may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation.

C.   Schedule. The due dates, as set forth in Attachment A, shall not be altered or waived by the City without prior written approval, through the Change Management process, as defined in Article 14.

ARTICLE 3 - COMPENSATION

A.   Compensation Schedule. Fixed-price amounts payable for each Deliverable are specified in Attachment A.

B.   Payment. The total compensation under this Agreement shall not exceed [Insert Dollar Amount]. The specified fixed-price compensation (less retainage) for each Deliverable shall be payable after Acceptance of each Deliverable. An invoice shall be rendered by the Contractor after the delivery of each Deliverable. Payment shall be tendered to the Contractor within thirty (30) days of the date of Acceptance and receipt of invoice.

C.   Retainage. The City shall retain ten percent (10%) of the fixed-price Deliverable cost for each Deliverable as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

ARTICLE 4 – ACCEPTANCE

A.   Submission. Upon completion of a Deliverable as set forth in the Scope of Work, Contractor shall submit an invoice with the Deliverable, or description of the Deliverable, to the City Project Administrator. Each Payment Invoice shall be for the fixed-price of the Deliverable as set forth in Attachment A, less ten percent (10%) retainage.

B.   Acceptance. The City Project Administrator shall determine if the Deliverable provided meets specifications and that the Scope of Work for which payment has been requested has been accomplished. Payment shall not be deemed to constitute complete Acceptance of the Deliverable. The City reserves the right to require Contractor to remedy deficiencies as required by the warranty provisions of this Agreement.

C.   Rejection. If the City rejects a Deliverable, the Contractor will have ten (10) business days to resubmit the Deliverable to the City Project Administrator with all appropriate corrections or modifications made and/or addressed. The City Project Administrator will again determine whether the Deliverable(s) is Acceptable under Quality Assurance. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the City Project Administrator. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In

the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

The contract shall be come effective upon its execution by both Parties. Unless sooner terminated as provide herein, this Agreement shall remain in effect until the Acceptance by the City of all Deliverables required by the Scope of Work.

ARTICLE 6 – TERMINATION

A.   Termination without Cause. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Agreement shall become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed that that may be used by the City.

B.   Termination for Cause. If, through any cause, the Contractor shall fail to furnish in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Agreement shall become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed that will actually be used by the City. In the event that the Agreement is terminated due to default, all finished or unfinished work, services, documents and materials shall become the City's property. Any amount payable to the Contractor will be determined on the basis of the value of the completed work to the City. If the work to date is determined to be of no value to the City, the Contractor shall be liable for damages to the City at least equal to the amount paid by the City to the Contractor for previous services. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

D.   Termination due to Non-Appropriation of Funds.   This Agreement may be terminated by the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Agreement shall become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed that that may be used by the City.

E.   Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

F.   Termination Management. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

    1. Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest.

    2.   Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the City;

    3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;

    4.   Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;

    5. Should this Agreement terminate due to the Contractor's default, the Contractor shall reimburse the City for all costs associated with City staff's project implementation and all payments made by the City to the Contractor for software and or services wihc will not be used by the City.

    6. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall assist and cooperate with the City in the orderly and timely transfer of files, computer software, documentation, system turnover plan, and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the City Project Administrator, the Contractor shall provide to the City a copy of the most recent versions of all files, software, and documentation, whether provided by the City or created by the Contractor under this Agreement.

ARTICLE 7 –INDEMNIFICATION

A.   The Contractor shall defend, indemnify and hold harmless the City of Savannah and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) days after it receives notice thereof, notify, by certified mail, the legal counsel of the City.

B.   The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 8 – INSURANCE

A.   General. The Contractor shall procure and maintain insurance, in the amounts and coverage set forth below, at the Contractor's sole expense, with reputable and financially

responsible insurance companies. The Contractor shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Savannah as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

B.　　No Waiver. The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Contractor's obligation under any provision hereof.

C.　　Shipments. Except to the extent of comparable insurance acceptable to, or express waiver by the City, the Contractor shall, or shall cause any carrier engaged by the Contractor, to insure all shipments of goods for full value.

D.　　Limits and Coverage. The required amounts and coverage are set forth below:

Commercial General Liability	
General Aggregate	$2,000,000
Products-Completed Operations	$2,000,000
Personal and Advertising	$1,000,000
Each Occurrence Injury	$1,000,000
Fire Damage (Any One Fire)	$ 50,000
Medical Expense (Any One Person)	$ 10,000
Commercial Automobile Liability	
Combined Single Limit	$1,000,000
Workers Compensation	
Georgia Statutory including Employers Liability	
Each Accident/Disease-Policy Limit/Disease	$100,000/$500,000/
Each Employee	$100,000
Commercial Umbrella	
May be substituted for higher limits required above	$2,000,000
Follow Form Umbrella on ALL requested Coverage	
Other	
Professional/Errors & Omissions	$1,000,000

E.　　Workers Compensation. The Contractor shall require that all vendors and subcontractors at every tier under the Contractor shall have worker compensation insurance in conformity with the requirements of the State of Georgia's Worker's Compensation law.

ARTICLE 9 – INTELLECTUAL PROPERTY INDEMNIFICATION

A.　　Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Allow the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B.   City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 10 - WARRANTIES

A.   General. The Contractor hereby expressly warrants the Deliverables as being correct and compliant with i) the terms of this Agreement including the Scope of Work, ii) the Contractor's initial and subsequent responses to RFP 08-200, iii) functionality demonstrated by the Contractor to the City as part of the procurement process, and to the extent not in conflict with the foregoing, iv) Contractor's published functionality and specifications, and v) all generally accepted industry standards. This warranty encompasses correction of defective Deliverables and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases. Any Deliverable found by the City not to be correct and compliant with the forgoing requirements shall be corrected at the sole expense of the Contractor.

ARTICLE 11 – PAYMENT AND PERFORMANCE BONDS

Contractor shall execute and deliver to City, contemporaneously with the execution of this Agreement, Performance and Payment Bonds in the amount equal to 100% of the total project cost in the name of the City. The bonds shall be in effect for the duration of this Agreement. The required bonds shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor and its officers and employees arising under this Agreement including the payment to suppliers and sub-contractors to the Contractor. The City's right to recover from the bonds shall include all costs and damages associated with the transfer of services provided under this Agreement to another contractor or to the City as a result of Contractor's failure to perform.

ARTICLE 12 – CONTRACTOR PERSONNEL

A.   Project Manager. The Contractor shall designate a qualified person to be its representative for managing the Contractor's performance and execution of the requirements of this Agreement. This person shall the Project Manager.

B.   Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel include the Project Manager and those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

C.   Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The

Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

A.   Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Savannah.

B.   Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

ARTICLE 14 - CHANGE MANAGEMENT

A.   Changes. Changes in the Scope of Work may be made only in writing with the mutual agreement of the Parties.

B.   Change Order Process. In the event that circumstances warrant a change in the Scope of Work, a Change Order shall be prepared by the requesting Party for review and approval. Change Orders, once approved by the Parties, become binding as a part of the contract.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

If Independent Validation and Verification ("IV&V") services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to: 1) Providing project documentation; 2) Allowing the IV&V vendor to sit in on project meetings; and 3) Supplying the IV&V vendor with any other material as directed by the City Project Administrator.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property arising form the Contractor's provision of Services, either at the Contractor's site or the City's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor. Contractor shall not be liable for damages arising out of, or caused by the City, or for losses occasioned by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the City or any remedy that may exist under law or equity in the event a defect, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

ARTICLE 20 – SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the City or, developed by the Contractor based on information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the City within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to the City will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The City shall have the right to audit billings both before and after payment. Payment for services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by both Parties.

ARTICLE 26 - MERGER, SCOPE, ORDER OF PRECEDENCE

A.   Severable.   The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B.   Merger/Scope/Order.   The following documents are merged into and made a part of this Agreement:

1. Request for Proposals Number 08.200 and amendments or addenda thereto issued by the City
2. Contractor's initial and any subsequent responses to RFP 08.200

This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied or referenced in this Agreement.

C.   Precedence. In the event of conflict among the documents, the documents listed higher in the following list shall prevail over documents that are listed lower:

1. This Agreement
2. Scope of Work
3. RFP Number 08.200 and amendments or addenda thereto
4. Contractors Initial and subsequent responses to the RFP
5. Contractor's published manual software descriptions and manuals

ARTICLE 27 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender.   Notices shall be addressed as follows:

> For CITY
> Michael B. Brown, City Manager
> PO Box 1027
> Savannah GA, 31402

> With copy to:

_____, City Project Administraot
PO Box 1027
Savannah, GA 31402

For CONTRACTOR
[Insert Name]
[Insert Address]

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 28– GENERAL PROVISIONS

A.   Compliance with Laws.   In connection with the furnishing of supplies or performance of work under the contract, the Consultant agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Contractor certifies that all equipment, services and or goods provided to the City comply with the Department of Justice ADA Title III Regulations.

B.   Applicable Law.   The laws of the State of Georgia shall govern this Agreement.   Venue shall be proper only in a Georgia court of competent jurisdiction in Chatham County.   By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of Georgia over any and all such lawsuits.

C.   Waiver.   A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

D.   Headings.   Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.   Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 29 - SURVIVAL

The Articles entitled Indemnification, Intellectual Property Indemnification, Liability, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement.   Software License and Software Escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 30 – TIME

Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of Georgia, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 31 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or

cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party who performance is affected.

ARTICLE 32 - GRATUITY PROHIBITION

The Contractor warrants that it has not offered any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of the award of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____   Date: _____
     Michael Brown
     City Manager

By: _____   Date: _____
     [Insert Contractor Name]
     [Insert Title]